

# THE NATIONAL ARCHIVES FEDERAL REGISTER OF THE UNITED STATES

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## Rules, Regulations, Orders

### TITLE 17—COMMODITY AND SECURITIES EXCHANGES

#### CHAPTER II—SECURITIES AND EXCHANGE COMMISSION

##### PART 270—INVESTMENT COMPANY ACT OF 1940

#### AMENDMENT TO RULE GRANTING TEMPORARY EXEMPTION FROM CERTAIN SECTIONS OF THE ACT TO CERTAIN COMPANIES ENGAGED IN THE BUSINESS OF ISSUING PERIODIC PAYMENT PLAN CERTIFICATES

Acting pursuant to the Investment Company Act of 1940, particularly sections 6 (c) and 38 (a) thereof [Sec. 6, 54 Stat. 800; sec. 38, 54 Stat. 841], and deeming the amendment hereinafter provided appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act, the Securities and Exchange Commission hereby amends § 270.6c-1 [Rule N-6C-1] by adding the following paragraph (e):

§ 270.6c-1. *Temporary exemption for certain companies issuing periodic payment plan certificates.*

(e) Notwithstanding the second sentence of paragraph (d), any person who is exempted by this rule from the provisions of section 27 (a) <sup>1</sup> of the Act may, without terminating his exemption from such provisions, issue or sell periodic payment plan certificates which provide for sales load deductions in amounts greater than the amounts deducted for sales load from corresponding payments on certificates issued or sold by such person on August 22, 1940, if the following conditions are met:

(1) Deductions from the first twelve monthly payments, or their equivalent, do not exceed the amounts permitted to be deducted under section 27 (a).<sup>1</sup>

<sup>1</sup> Sec. 27, 54 Stat. 829.

(2) Such person is bound, by written agreement with the purchasers of such certificates, to take no deductions from subsequent payments except in accordance with an order of the Commission granting the application under section 27 (b) <sup>1</sup> or in accordance with the requirements of section 27 (a) <sup>1</sup> if such application is denied.

(3) Such certificates are effectively registered under the Securities Act of 1933.

Effective March 21, 1941.  
By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2103; Filed, March 21, 1941;  
3:28 p. m.]

### TITLE 29—LABOR

#### CHAPTER V—WAGE AND HOUR DIVISION

##### PART 516—REGULATIONS ON RECORDS TO BE KEPT BY EMPLOYERS PURSUANT TO SECTION 11 (c) OF THE FAIR LABOR STANDARDS ACT

The following amendments to Regulations, Part 516 (Regulations on records to be kept by employers pursuant to section 11 (c) of the Fair Labor Standards Act of 1938), are hereby issued. The footnote to § 516.1 (h) is amended so as to conform to paragraphs 6 through 9 of Interpretative Bulletin No. 3 by indicating that § 516.1 (h) applies where overtime is worked as well as where the cash wage is below the minimum wage. The final footnote to § 516.4 (f) (ii) is amended so as to include in computations of regular rate of pay the reasonable cost to the employer of furnishing board, lodging and other facilities and to limit exclusions from regular rate of pay computations to gifts or gratuities and extra compensation for overtime.

Such amendments shall become effective upon March 25, 1941, after the publication thereof in the FEDERAL REGISTER and shall be in force and effect until

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repealed or modified by regulations thereafter made and published.

Signed at Washington, D. C., this 18th day of March, 1941.

PHILIP B. FLEMING,  
Administrator.

#### Footnote to § 516.1 (h)

This information is pertinent to both Sections 6 and 7 of the Act, and is required where the cash wage actually paid is less than the minimum wage required by the Act or where overtime is worked. This matter is dealt with further in Interpretative Bulletin No. 3 of the Wage and Hour Division. See particularly paragraphs 6 through 9 of that bulletin. The reasonable cost of board, lodging, and other facilities, as part of wages, is defined and delimited by Regulations of the Wage and Hour Division: Part 531—(Regulations determining the reasonable cost of board, lodging, and other facilities pursuant to Section 3 (m) of the Fair Labor Standards Act).

ant to Section 3 (m) of the Fair Labor Standards Act).

#### Final Footnote to § 516.4 (f) (ii)

In computing the average hourly rate all wages (including the reasonable cost to the employer of furnishing board, lodging, or other facilities) earned or paid during a particular work-week must be included except: (a) gifts or gratuities (i. e., payments, regardless of their designation, which are in no sense compensation for services rendered); (b) extra compensation attributable to the excess of the overtime rate over the regular rate.

[F. R. Doc. 41-2156; Filed, March 24, 1941; 11:50 a. m.]

#### TITLE 30—MINERAL RESOURCES

##### CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-615]

##### PART 328—MINIMUM PRICE SCHEDULE, DISTRICT NO. 8

ORDER CONTINUING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF, AND ORDER CANCELLING HEARING SET FOR MARCH 17, 1941 IN THE MATTER OF THE PETITION OF DISTRICT BOARD 8 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 8 NOT HERETOFORE CLASSIFIED AND PRICED

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party; and

An order dated February 6, 1941, having been entered herein subjecting the coals referred to in the Temporary Supplements, annexed hereto and made a part hereof, to minimum prices as provided therein, and setting the above-entitled matter for a hearing before Charles O. Fowler, Examiner, on March 17, 1941, at 10 a. m., in the hearing room of the Bituminous Coal Division, Washington, D. C.; and

It appearing that due notice of the filing of said petition and the order of February 6, 1941, having been given to all persons interested in said matter, and that no opposition has appeared in the premises, and the Director having duly considered said petition and the subject matter thereof;

Now, therefore, it is hereby ordered, That, a reasonable showing of the necessity therefor having been made, pending final disposition of the subject matter of said petition, the temporary relief heretofore granted in the order of the Director dated February 6, 1941, and the Temporary Supplements attached thereto, be, and the same hereby is, continued in full force and effect, and the coals, referred to in the said Temporary Supplements, which are also annexed hereto and made a part hereof, shall continue to be classified and subject to the minimum prices therein provided; and

It is further ordered, That § 328.11 (Alphabetical list of code members) be



amended by adding thereto the supplement designated "For All Shipments Except Truck" and § 328.34 (*General prices for high volatile coals*) be amended by adding thereto the supplement designated "Truck Shipments," which supplements dated March 14, 1941, are herein-after set forth.

*It is further ordered*, That the hearing herein, heretofore set for March 17, 1941, be, and the same hereby is, cancelled; and

*It is further ordered*, That applications to stay, terminate or modify the foregoing temporary relief, or pleadings in

opposition to the final relief requested in said petition, may be filed within forty-five (45) days from the date hereof, pursuant to the Rules and Regulations Governing Practice and Procedure before the Division in proceedings instituted pursuant to section 4 II (d) of the Act; and

*It is further ordered*, That the relief hereinabove granted shall become permanent sixty (60) days from the date hereof unless the Director shall otherwise order.  
Dated: March 14, 1941.

[SEAL] H. A. GRAY,  
Director.

#### TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 8

NOTE: The material in this Supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 328, Minimum Price Schedule for District No. 8 and Supplements thereto.

#### FOR ALL SHIPMENTS EXCEPT TRUCK

#### § 328.11 Alphabetical list of code members

[Alphabetical list of code members having railway loading facilities, showing price classifications by size groups for all uses except as separately shown]

Mine Index No.	Code member	Mine name	Subdist. No.	High volatile seam	Freight origin group	Price classifications by size group numbers																														
						For destinations other than Great Lakes																		For Great Lakes cargo only												
						1, 2, 3, 4	5, 6	7	8	9	10	11, 12, 13, 14	15, 16, 17, 18	19, 20, 21	22	23	24	25	26	27	1, 2	3, 4	5, 6	7	8	9	10	11, 12, 13, 14	15, 16, 17, 18	19, 20, 21	22	23	24	25	26	27
2649	A. & B. Coal Co. (J. A. Alfred)	A. & B.	6	Bon Air No. 2	210	P	M	L	K	J	M	H	G	O	N							P	O	M	H	F	F	M	Q	O	N					
198	Acorn Mining Co.	Hot Spot	3	Hazard No. 4	100	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
615	Bailey, G. A.	Crow	6	Stray	40	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
617	Benito Harlan Corporation	Benito	2	Kellioke	80	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
1270	Blanton, E. W.	Harlan Seam	2	Harlan	40	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
611	Burrell, R. C. (Valley Camp Coal Co.)	Valley Camp	1	State	40	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
190	Evenson, Howard N., W. W. Goldsmith & J. J. Moore, Receivers, The Elk Horn Coal Corporation	No. 3-4	1	Elk Horn	62	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
60	Gleason Coal Company	Blue Pennant #13	4	No. 5 Block	123	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
3090	Holt & Sons, L. C.	Holt	6	Jellico	111	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
6205	Kelly & Marsum Coal Co. (Owen Kelly)	Stivers	6	Horse Creek	111	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
2173	Kentucky Darby Coal Company	Lytle & Pennington	7	No. 5	294	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
2012	Melton, L. E. (Mayland Coal Co.)	Mayland Coal Co.	6	Bon Air No. 2	72	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
25	North-East Coal Company	Auxier No. 7	1	Millers Creek	61	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
378	Premier Coal Company	Premier	6	Turner	113	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
252	Purity Canal Coal Co.	Purity Canal	1	Canal	61	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
614	Stearns Coal & Lumber Co.	No. 17	6	No. 1	170	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
1882	Stewart, J. S.	Saxon Coal Co.	6	River Gam	111	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
612	Turner Elkhorn Mining Co.	Turner "A"	1	Elkhorn No. 2	61	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
4449	West Virginia Coal & Transportation Co.	Jeanne Anne #2	4	Pittsburgh No. 8	240	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
616	West Virginia Coal & Transportation Co.	Jeanne Anne #3	4	Pittsburgh No. 8	240	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					
1577	Wright, Walter	Wright	6	Straight Creek	111	P	O	H	G	E	G	E	C	K	N							O	M	K	F	D	D	G	L	K	N					

\*Indicates coal in this size group previously classified and priced.  
Blanks indicate no classifications effective for these size groups.



## TRUCK SHIPMENTS

## § 328.34 General prices for high volatile coals

[Prices in cents per net ton for shipment into all market areas]

Code member index	Mine	Mine index No.	Seam	Base sizes									
				Lump over 2', egg 4' x 6'	Lump 2' and under, egg 3' x 6'	Lump 3 3/4" and under	Egg 2' x 4', egg 2' x 5'	Stove 3' and under, nut 2' and under	Straight mine run	2' and under, slack	3/4" and under, slack		
				1	2	3	4	5	6	7	8		
SUB-DISTRICT No. 1—BIG SANDY-ELKHORN FLOYD COUNTY, KY.													
Turner Elkhorn Mining Co.....	Turner "A".....	612	Elkhorn #2....	285	265	225	230	215	215	170	165		
SUB-DISTRICT No. 2—HARLAN HARLAN COUNTY, KY.													
Benito Harlan Corporation.....	Benito.....	617	Kellioke.....	245	225	215	215	200	205	155	150		
SUB-DISTRICT No. 4—KANAWHA MASON COUNTY, W. VA.													
West Virginia Coal & Transportation Co.	Jeanne Anne #3....	616	Pittsburgh #8..	245	225	205	195	180	195	125	120		
SUB-DISTRICT No. 6—SOUTHERN APPALACHIAN M'CREARY COUNTY, KY.													
Stearns Coal & Lumber Co.....	No. 17.....	614	#1.....	240	220	215	-----	-----	205	-----	-----		
ANDERSON COUNTY, TENN.													
Bailey, G. A.....	Crow.....	615	Stray.....	255	235	225	230	205	215	145	140		
CAMPBELL COUNTY, TENN.													
Burrell, R. C. (Valley Camp Coal Co.) Cannel Coal	Valley Camp.....	611	State.....	250	230	205	210	185	195	135	130		
SUB-DISTRICT No. 1—BIG SANDY-ELKHORN PIKE COUNTY, KY.													
Purity Cannel Coal Co.....	Purity Cannel....	1252	Cannel.....	Lump, \$3.50; Egg, \$3.00; Chips, \$2.50; Machine Cuttings, \$1.60.									

[F. R. Doc. 41-2080; Filed, March 21, 1941; 11:32 a. m.]

[Docket No. A-558]

PART 321—MINIMUM PRICE SCHEDULE,  
DISTRICT No. 1

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 1 FOR REVISION AND CORRECTION OF THE EFFECTIVE MINIMUM PRICES FOR COALS PRODUCED AT VARIOUS MINES IN DISTRICT NO. 1

The above-named petitioner has filed an original petition under section 4 II (d) of the Bituminous Coal Act of 1937, requesting revisions of the effective minimum prices for coal produced at a number of mines, both rail and truck in District No. 1. The petition requests tem-

porary relief and an informal conference was held on January 28, 1941, upon due notice to interested persons. At the conference, all interested persons who appeared were given full opportunity to express their views concerning the relief prayed in the petition. The petitioner and the Carnegie Illinois Steel Corporation were represented at the informal conference.

The petition in this case presents a request for correction and adjustment of the effective minimum prices applicable to several mines in District No. 1. The requested adjustments reflect information which the District Board has obtained since the mines were originally priced. The newly acquired information upon which the petition is based has

been gathered by the representatives of the District Board from code members involved and relates to the location of the mines, the seams being operated, and to unusual conditions of production and quality obtaining at the various mines. The representative of District Board 1 stated that the petition had been served upon all code members in the district, both rail and truck, and that no protests had been received, either from code members whose mines are involved in the request or from other code members.

The relief requested herein for Mine Index Nos. 648, 2298, 2611, 229, 519, 1772, and 367 is based upon a recent investigation which indicates that because of heretofore unknown mining and market conditions the prices heretofore promulgated are improper. The relief requested herein for Mine Index Nos. 2724 and 2726 is based upon an investigation which shows that they are in Subdistrict 21 instead of Subdistrict 14. The relief requested herein for Mine Index Nos. 1202, 1994, 2816, and 262 is based upon investigation showing that they have heretofore been classified in the wrong seam and the relief requested for Mine Index Nos. 1046 and 2130 is based upon an investigation showing that they have heretofore been classified in the wrong subdistrict. Correction of the error for the latter two mines involves no change in the effective minimum prices.

There was no opposition to the temporary relief requested by this petitioner.

Now, therefore, it is ordered, That a reasonable showing of the necessity therefor having been made, pending final disposition of the petition in the above-entitled matter, temporary relief be, and it hereby is, granted as follows: Commencing forthwith § 321.7 (*Alphabetical list of code members*) is amended by adding thereto the supplement designated "For All Shipments Except Truck," and § 321.24 (*General prices*) is amended by adding thereto the supplement designated "Truck Shipments," which supplements dated March 15, 1941, are hereinafter set forth.

It is further ordered, That applications to stay, terminate or modify this temporary order or pleadings in opposition to the final relief requested in the petition may be filed within forty-five (45) days of the date hereof, pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, and that this order and the relief herein granted shall become final sixty (60) days from the date hereof unless the Director shall otherwise order.

Dated: March 15, 1941.

[SEAL]

H. A. GRAY,  
Director.



## TEMPORARY SUPPLEMENT—TEMPORARY EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 1

NOTE: The material contained in this Temporary Supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 221, Minimum Price Schedule for District No. 1 and Supplements thereto.

## FOR ALL SHIPMENTS EXCEPT TRUCK

## § 321.7 Alphabetical list of code members

[Alphabetical listing of code members having railway loading facilities, showing price classification by size group numbers]

Mine Index	Code member	Mine name	Subdist. Num.	Seam	Freight origin group number	1	2	3	4	5
648	Boron Bros. Coal Company	Bald Hill #1	8	E	44	G	---	---	---	G
229	Carnegie-Illinois Steel Corporation	Inglede #5	32	B	48	E	---	---	---	E
263	Pilkington, Wm. P. (Pilkington Coal Company)	Ladysmith #5	39	Twin Bed	43	---	---	---	---	F
519	Vell, Ralph	Vell	33	B	49	---	---	---	---	C

## TRUCK SHIPMENTS

## § 321.24 General prices in cents per net ton for shipment into all market areas

Code member index	Mine index No.	Mine	Sub. district No.	County	Seam	All lump coal double screened top size 2" and over.	Double screened top size 2" and under.	Run of mine modded R/M	2" and under slack	3 1/2" and under slack
Barron, Ira R.	1046	Barron	37	Somerset	D	240	225	225	215	205
Boron Bros. Coal Company	648	Bald Hill #1	8	Clearfield	E	---	---	---	---	---
Brothers Valley Coal Company	367	Pen Mar #6	37	Somerset	D	---	---	---	---	---
Buck & Sons, Francis E. & Howard	2998	Buck & Sons	37	Somerset	D	---	---	---	---	---
Williams	2298	Williams	37	Somerset	D	---	---	---	---	---
Carnegie-Illinois Steel Corporation	1292	Inglede #5	32	Cambridge	B	250	225	225	215	205
Chamberlain Bros.	1292	Chamberlain	39	Bedford	B	250	225	225	215	205
Dembach, Mike	2724	Penn #3	21	Centre	B	250	225	225	215	205
Kaminski, Adam J. (Fall Brook Coal Mining Co.)	2816	Plane	3	Toga	Morgan	302	277	277	267	---
Miller, John G. (Acme Coal Co.)	1772	Acme #1	37	Somerset	D	255	230	230	220	210
Olenoski, Marko	2725	Penn #1	21	Centre	B	255	230	230	220	210
Pilkington, Wm. P. (Pilkington Coal Company)	262	Ladysmith #5	39	Bedford	Twin Bed	---	---	---	---	---
Sandy Run Coal Co.	1994	Sandy Run	39	Bedford	D	---	---	---	---	---
Swindell, Earl B.	2130	C. E. Snyder	37	Somerset	D	---	---	---	---	---
Vell, Ralph	519	Vell	33	Cambridge	B	---	---	---	---	---
Wegle, Hugh & Guy (Guy Wegle)	2611	Wegle	37	Somerset	D	---	---	---	---	---

[F. R. Doc. 41-2083; Filed, March 21, 1941; 11:33 a. m.]

[Docket No. A-703]

PART 330—MINIMUM PRICE SCHEDULE,  
DISTRICT NO. 10

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 10 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR COALS PRODUCED FOR RAIL SHIPMENT BY EARL FLYNN, MINE INDEX NO. 668, A PRODUCER IN DISTRICT NO. 10, WHICH COALS HAVE NOT HERETOFORE BEEN SO CLASSIFIED AND PRICED

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for coals produced for rail shipment by Earl Flynn Mine Index No. 668, a producer in District No. 10, which coals have not heretofore been so classified and priced;

and  
The Director finding that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 10

NOTE: The material contained in this "Supplement" is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 330, Minimum Price Schedule for District No. 10 and Supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK  
§ 330.4 Price groups

Price group No.	Producer	Mine	Mine index No.	Freight origin group No.	Shipping point	Railroad
25	Earl Flynn (Clearview Mine)	Clearview	1668	94	Canton, Ill.	TP&W.

<sup>1</sup> Mine Index No. 668 shall be included in Price Group 25 and shall take the same f. o. b. mine prices as other mines in Price Group 25, Part 330, Minimum Price Schedule for District 10, on all size groups and for shipment to all Market Areas and for all uses exclusive of railroad locomotive fuel; provided, however, that these f. o. b. mine prices apply on board transportation facilities at Canton, Illinois. For shipments to the Cities of Peoria and Pekin, Illinois, in Market Area 38, the f. o. b. mine prices stated above shall be increased 12¢ per ton. The railroad locomotive fuel price shall be: mine run—\$2.00; screenings—\$1.40 f. o. b. cars, Canton, Illinois.

[F. R. Doc. 41-2081; Filed, March 21, 1941; 11:32 a. m.]

No petitions of intervention having been filed with this Division in the above-entitled matter; and

The Director deeming his action necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief be, and the same hereby is, granted as follows: Commencing forthwith, § 330.4 (Price groups) is amended by adding thereto the supplement dated March 14, 1941, which is hereinafter set forth.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate, or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

Dated: March 14, 1941.

H. A. GRAY,  
Director.







## SUPPLEMENT C—EFFECTIVE MINIMUM PRICE FOR DISTRICT NO. 15

NOTE: The material in this Supplement B is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 335, Minimum Price Schedule for District No. 15 and Supplements thereto.

## FOR TRUCK SHIPMENTS

§ 335.24 General prices in cents per net ton for shipment into all market areas

Code member index	Mine index No.	Mine	Pro- duc- tion group No.	County	3' lump	3' up	10' x 1 1/2'	10' x 1 1/4'	3' x 2'	3' x 1 1/2'	2' x 1 1/4'	1 1/4' x 1'	Mine run	3' x 0	1 1/4' x 3/4'	1 1/4' x 1/2'	1 1/4' x 1/4'	1 1/4' x 0	1 1/4' x 0	1 1/4' x 0
Allen Coal Co., James C.	1205	Allen Coal Co.	1	Cherokee, Kans.	260	260	260	260	225	220	205	210	220	195	170	155	140	125	110	95
Allen, Joe.	1243	Allen	2	Henry, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Anderson & Holm (Frank Anderson)	1199	O. K. Coal Co.	3	Osage, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Collins Coal Mine, (C. C. Collins)	1185	Collins	4	Franklin, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Dalley, G. E. & James E.	1230	Dalley & Son	5	Ray, Mo.	285	285	285	285	275	265	245	220	285	265	245	220	205	185	170	155
Davis, Joe.	613	Joe Davis	6	Randolph, Mo.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Fogge, Walter.	1732		13	Leavenworth, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Hand, Earl.	1201		2	Henry, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Hewson, M. A.	1189		2	Bates, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
J. & M. Ryan	1206		2	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
K. & M. Ryan	1208		2	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Machetta	1221		2	Randolph, Mo.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Machetta & Sons, G. D.	1241		2	Henry, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Parker & Mollenbruch	1219	Parker & Mollenbruch	2	Henry, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Porter, Charles W.	1246	Porter, Chas. W.	3	Howard, Mo.	220	220	220	220	215	205	195	185	210	185	165	150	135	120	105	90
Porter, Dick	1247	Porter, Dick	3	Howard, Mo.	220	220	220	220	215	205	195	185	210	185	165	150	135	120	105	90
Reed & Hurdlestin (Chester Reed)	1186	No. 1	6	Franklin, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Richmond, Roy	1235		2	Putnam, Mo.	255	255	255	255	225	210	195	190	210	185	165	150	135	120	105	90
Short, Jackson & Allen (Ben Short)	1240		1	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Spurgeon Coal Bank	1239		1	Dade, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Tornow & Ray	1198		1	Henry, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Wallace, I. L.	1237		2	Boone, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Warwick, William	1249		2	Boone, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Webster, Louis	384		2	Linn, Kans.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Wise & Lucas	1229		2	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Wise, Eugene	486		1	Howard, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Black Coal Co. (A. E. Malle)	1223		1	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Brown, John M.	488		1	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Burton Coal Co. (Olen Burton)	1169		1	Macon, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Chancellor, George T.	1091		1	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Christensen & Bailey (Jake Christesen)	908	Chancellor	7	Pittsburg, Okla.	485	485	485	485	235	225	205	210	205	185	165	150	135	120	105	90
Consumers Coal Co., c/o Frank J. Pod-	1168	Consumers	6	Osage, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Conway, W. D.	1173	Conway	11	Tulsa, Okla.	330	330	330	330	270	270	270	270	220	195	170	155	140	125	110	95
Dale, Lee	1165	Dale's Strip Pit	11	Bates, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Dunbar, C. O. (Dunbar Coal Company)	1179	Dunbar	2	Wilson, Kans.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Evans, C. L. (Dewar Coal Co.)	1161	Dewar	10	Oklahoma, Okla.	300	300	300	300	215	205	195	185	210	185	165	150	135	120	105	90
Frost, Henry C.	1181	Frost	3	Putnam, Mo.	255	255	255	255	225	210	195	190	210	185	165	150	135	120	105	90
Gordon, J.	1094	Gordon	12	Muskogee, Okla.	300	300	300	300	235	225	205	210	200	185	165	150	135	120	105	90
Gordon, Earl	609	Gordon	1	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Haley, R. W.	570	Haley	1	Bates, Mo.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Halliday, Coal Co. (Roy Halliday)	1218	Halliday	2	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Hamilton Coal Co.	1218	New No. 9	1	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Harmon Coal Co.	1218	Harmon Coal Co.	1	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Harmon, James (Harmon Coal Co.)	1093	Harmon	11	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Henrich, Ross	1093	Henrich	11	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Hoskins, Thomas F.	1163	Hoskins	12	Muskogee, Okla.	300	300	300	300	235	225	205	210	200	185	165	150	135	120	105	90
Jones & Owens (Robert L. Jones)	1224	Jones	11	Graig, Okla.	330	330	330	330	270	270	270	270	220	195	170	155	140	125	110	95
Koster, J. F.	1193	State Line Coal Co.	2	Linn, Kans.	250	250	250	250	225	210	195	190	210	185	165	150	135	120	105	90
Larson, John	1166	Larson	11	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Livingston, Cecil	602	Livingston	11	Graig, Okla.	330	330	330	330	270	270	270	270	220	195	170	155	140	125	110	95
Macle City Coal Co.	1226	Macle City	11	Tulsa, Okla.	300	300	300	300	235	225	205	210	200	185	165	150	135	120	105	90
Martin, Edward F.	803	Martin	4	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Mo-Ark Coal Co. (Casper Vevack)	842	Mo-Ark	1	Caldwell, Mo.	285	285	285	285	235	225	205	210	200	185	165	150	135	120	105	90
Mullen & Hill (D. Mullen)	1162	Mullen	12	Muskogee, Okla.	300	300	300	300	235	225	205	210	200	185	165	150	135	120	105	90
Murphy-Nichols Mine (Doyle V. Murphy)	1184	Murphy-Nichols	3	Randolph, Mo.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Nicholson, William	867	Nicholson	1	Cherokee, Kans.	280	280	280	280	215	205	195	185	210	185	165	150	135	120	105	90
Nichols Bros. Coal Co. (Louis Benor- tham)	506	Nichols Bros.	6	Barton, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Northwestern Coal Co. (Louis Benor- tham)	873	No. 1	1	Osage, Kans.	345	345	345	345	225	210	195	190	210	185	165	150	135	120	105	90
Osage Indian Coal Co. (E. D. Walker)	1177	Osage	2	Vernon, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Pipina & Skinner (Louis Pipina)	1098	Pipina	8	Crawford, Okla.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90
Plainview Coal Company (James Van Meter)	1097	Richards	1	Pittsburg, Okla.	435	435	435	435	235	225	205	210	200	185	165	150	135	120	105	90
Polston, W. A.	1174	Polston	1	Dade, Mo.	260	260	260	260	225	210	195	190	210	185	165	150	135	120	105	90

When sacked price of \$6.50 per ton applies from which price \$1.30 may be deducted when buyer furnished the sacks.







## SUPPLEMENT T—EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 15

NOTE: The material contained in this Supplement T and Schedule "A" is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 335, Minimum Price Schedule for District No. 15 and Supplements thereto.

## FOR TRUCK SHIPMENTS

## § 335.24 General prices in cents per net ton for shipment into all market areas

Code member index	Mine index No.	Mine	Production group No.	County	3" lump	1/2" up	10" x 1 1/2"	10" x 1 1/4"	10" x 3/4"	3" x 2"	3" x 1 1/2"	2" x 1 1/4"	1 1/4" x 1"	Mine run	3" x 0	1 1/4" x 3/4" (R)	1 1/4" x 1/2" (W)	1 1/4" x 1/4" (R)	1 1/4" x 0 (R)	1 1/4" x 0
Bettine, Frank & Dan Riegman	1250	R. & B. Black Diamond	8	Pittsburg, Okla.	435	435	435	385	385	335	335	220	205	210	105	155	155	140	140	15
Black Diamond Coal Company (H. K. Denham, Owner)	1213	Black Diamond	1	Cherokee, Kans.	290	290	290	290	290	225	225	220	205	210	105	155	155	140	140	35
Blevins, C. R.	1218	Blevins	2	Bates, Mo.	250	250	250	250	250	225	225	210	195	190	185	170	170	150	150	35
Branscomb, Dalbert	1217	Branscomb	3	Putnam, Mo.	255	255	255	255	255	220	220	215	200	190	185	170	170	150	150	35
Brewer Bros. (Orville C. Brewer)	1162	Brewer Bros.	3	Randolph, Mo.	230	230	230	230	230	215	215	205	195	185	180	170	170	140	140	35
Brar Creek Coal Company (Tom Jones)	1212	Brar Creek No. 1	9	Coal, Okla.	435	435	435	435	435	335	335	270	255	210	235	165	140	140	140	35
Copeland, Joe	1202	Joe Copeland	11	Craig, Okla.	330	330	330	330	330	270	270	270	255	160	220	140	115	115	115	35
Cox & Ellis	1209	Cox & Ellis	2	Linn, Kans.	250	250	250	250	250	225	225	210	195	190	185	170	170	150	150	35
D. & D. Coal Co. (Cecil Day)	1206	D. & D.	6	Pittsburg, Okla.	435	435	435	435	435	335	335	270	255	210	235	165	140	140	140	35
Davis, Hugh (Decker Coal Co.)	1270	Decker Coal Co.	1	Crawford, Kans.	290	290	290	290	290	225	225	210	195	210	185	170	170	150	150	35
Decker Coal Co.	1270	Decker Coal Co.	1	Crawford, Kans.	290	290	290	290	290	225	225	210	195	210	185	170	170	150	150	35
Flaxton, John (Bobby Danah)	1195	Flaxton	3	Baron, Mo.	290	290	290	290	290	225	225	210	195	210	185	170	170	150	150	35
Gaskins, John T. (Gaskins Mine)	1254	Gaskins	11	Craig, Okla.	330	330	330	330	330	270	270	270	255	160	220	140	115	115	115	35
H. & M. Coal Co. (R. B. Hiddleston)	1233	H. & M.	11	Craig, Okla.	330	330	330	330	330	270	270	270	255	160	220	140	115	115	115	35
Harris, Sam	1221	Harris	2	Linn, Kans.	250	250	250	250	250	225	225	210	195	190	185	170	170	150	150	35
Kennedy, Ira O.	1214	Kennedy	2	Linn, Kans.	250	250	250	250	250	225	225	210	195	190	185	170	170	150	150	35
Kenoyer & Hendricks	1253	Kenoyer & Hendricks	2	Macon, Mo.	230	230	230	230	230	215	215	205	195	185	180	170	170	150	150	35
Leas, H. J. & W. H. White	1252	Leas	3	Macon, Mo.	230	230	230	230	230	215	215	205	195	185	180	170	170	150	150	35
McCurdy, G. W.	1268	McCurdy Mine	3	Adair, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
McDonald, L. G.	1197	McDonald	1	Dade, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Mallams, Robert	1215	Mallams	4	Cherokee, Kans.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Mitchell, John W.	1215	Mitchell	4	Cherokee, Kans.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Montgomery, Jess	1257	Turtle #2	3	Ray, Mo.	285	285	285	285	285	275	275	265	245	220	205	205	195	185	185	35
Moore, George	1226	No. 1	1	Howard, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Phillips, O. H.	1228	Black Gold	1	Barton, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Pippen, John H.	1210	Ruff & Tumble	1	Lincoln, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
R. & B.	916	R. & B.	1	Crawford, Kans.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Rigazzi & Randi (Dan Rigazzi)	1210	R. & B.	1	Pittsburg, Okla.	435	435	435	435	435	335	335	270	255	210	235	165	140	140	140	35
Smith Brothers Coal Company (Bert Smith)	1208	Smith Bros.	1	Crawford, Kans.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Streeter, A. L.	1222	Streeter	2	Linn, Kans.	290	290	290	290	290	225	225	210	195	190	185	170	170	150	150	35
Stone Mine (George Wilhite)	1256	Stone	3	Boone, Mo.	290	290	290	290	290	225	225	210	195	185	180	170	170	150	150	35
Tharrington & Fosse Coal Co. (A. W. Tharrington)	1258	Kenham	5	Lafayette, Mo.	285	285	285	285	285	275	275	265	245	220	205	205	195	185	185	35
Wilhite, Jr., W. O.	1191	Wilhite	3	Randolph, Mo.	230	230	230	230	230	215	215	205	195	185	180	170	170	150	150	35
Williams, O. B.	1204	Williams	11	Craig, Okla.	330	330	330	330	330	270	270	270	255	160	220	140	115	115	115	35
Woods, Mike (Burning Coal Co.)	1157	Woods	8	Pittsburg, Okla.	435	435	435	435	435	335	335	270	255	210	235	165	140	140	140	35
Wright, E. L.	1209	Wright	3	Linn, Mo.	250	250	250	250	250	225	225	210	195	185	180	170	170	150	150	35
Zwahlen, Wanda L.	1200	Zwahlen	2	Bates, Mo.	250	250	250	250	250	225	225	210	195	190	185	170	170	150	150	35

NOTE: \*Reclassification—Previously classified in Production Group No. 7.

## § 335.24 General prices in cents per net ton for shipment into all market areas—Schedule "A"

Code member index	Mine index No.	Mine	Production group No.	County	3" lump	1/2" up	10" x 1 1/2"	10" x 1 1/4"	10" x 3/4"	3" x 2"	3" x 1 1/2"	2" x 1 1/4"	1 1/4" x 1"	Mine run	3" x 0	1 1/4" x 3/4" (R)	1 1/4" x 1/2" (W)	1 1/4" x 1/4" (R)	1 1/4" x 0 (R)	1 1/4" x 0
Bush & Bush (W. D. Bush)	1302	Bush	2	Linn, Kans.	290	290	290	290	290	225	225	210	195	190	185	170	170	150	150	35
Hargrave Bros. (Raymond Hargrave)	1301	Hargrave	3	Putnam, Mo.	255	255	255	255	255	230	230	215	200	190	185	170	170	150	150	35
White, A. G.	1290	A. G. White	10	Medford, Okla.	360	360	360	360	360	315	315	270	270	235	140	160	195	195	115	35

[F. R. Doc. 41-2082; Filed, March 21, 1941; 11:33 a. m.]







[Docket No. A-524]

PART 327—MINIMUM PRICE SCHEDULE,  
DISTRICT NO. 7

ORDER OF THE DIRECTOR GRANTING FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD NO. 7 FOR ESTABLISHMENT OF MINIMUM PRICES FOR REFUSE COAL PRODUCED AT MINE INDEX NOS. 21, 94, 117, AND 126 IN DISTRICT NO. 7

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been filed with the Bituminous Coal Division on December 27, 1940, by District Board 7, seeking the establishment of special minimum prices for shipments of refuse coal to the plant of the Appalachian Electric Power Company at Glenlyn, Virginia, and to the plant of the Virginian Railway Company at Narrows, Virginia, from Mine Index Nos. 21, 94, 117, and 126; and

A hearing having been held before a duly designated Examiner of the Bituminous Coal Division at a hearing room of the Division, the Willard Hotel, Washington, D. C., on February 10, 1941; and

The parties to this proceeding having waived the preparation and filing of a report by the Examiner, and the matter thereupon having been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law in this matter, dated March 22, 1941, which are filed herewith:<sup>1</sup>

*It is ordered, That § 327.1 (b) (Low and high volatile coals, price instructions and exceptions—Price exceptions) shall be amended to include the following price exception:*

Prices f. o. b. mine for refuse coal shipped to the plants of the Appalachian Electric Power Company at Glenlyn, Virginia, and the Virginian Railway at Narrows, Virginia, only: From the Besoco mine of the Lecony Smokeless Fuel Company, the Killarney mine of the Lillybrook Coal Company, and the No. 2 and 3 mines of the Mead Coal Company (Mine Index Nos. 21, 94, and 117, respectively), \$1.10 per net ton; and from the Minter mine of the Minter Coal Company (Mine Index No. 126), \$1.30 per net ton: *Provided, however, That all orders, acknowledgments and invoices covering shipments of said coal shall specifically designate it as "refuse coal": And provided further, That the analyses of all said coal shipped as refuse coals shall approximate, for the respective mines, those contained in Exhibit 2 of Docket No. A-524: And provided, further, That upon Order of the Director, at any time, analyses of said refuse coal shall be made and filed with the Division.*

Dated: March 22, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2147; Filed, March 24, 1941;  
11:03 a. m.]

<sup>1</sup>Not filed as part of the original document.

## TITLE 32—NATIONAL DEFENSE

CHAPTER VI—COUNCIL OF  
NATIONAL DEFENSESUBCHAPTER B—PRICE STABILIZATION  
DIVISIONPRICE SCHEDULE NO. 2—ALUMINUM SCRAP  
AND SECONDARY ALUMINUM INGOT

Whereas the Price Stabilization Division of the Advisory Commission to the Council of National Defense is charged with functions related to the maintenance of price stability and the prevention of undue price rises and price dislocations; and

Whereas producers of virgin aluminum have been directed by the Office of Production Management, Division of Priorities, to give priority to defense orders thus diminishing the supply of virgin aluminum available to satisfy civilian needs and thereby necessitating increasing resort to aluminum scrap and secondary aluminum ingot; and

Whereas the increased demand for aluminum scrap and secondary aluminum ingot has exerted inflationary pressure upon the prices thereof, and has in some cases already caused, and threatens to a greater extent to cause, speculative activity, and the withholding of aluminum scrap and secondary aluminum ingot from the market; and

Whereas prices of aluminum scrap and secondary aluminum ingot, while normally less than prices of virgin aluminum, have risen to exceed the prices of virgin aluminum, so as to result in price instability and dislocations injurious to the national defense; and

Whereas in light of the aforesaid factors the absence of any maximum price standards for aluminum scrap and secondary aluminum ingot makes it difficult and in some cases impossible for the trade voluntarily to cooperate with the Government in maintaining price stability and in preventing excessive and speculative price increases; and

Whereas the establishment of such standards by the Government is necessary to facilitate such cooperation, and to prevent the kind of private price policy which leads to a weakening of the defense effort through disastrous inflation, undue burdens upon the Government, economic dislocations, price spiraling, and profiteering, and the establishment of such standards is otherwise necessary in the public interest and in the interest of national defense; and

Whereas on the basis of information secured by independent investigation by this Division and by the Office of Production Management and information furnished through the cooperation of the trade, I find that the maximum prices set forth in Appendices A and B, attached hereto, constitute reasonable limitations on prices for aluminum scrap and secondary aluminum ingot,

Now, therefore, in order to facilitate cooperation with the Government in maintaining price stability and in preventing excessive and speculative price

increases injurious to the defense program and to the public interest and welfare, it is directed that,

1. *Maximum prices on sales of aluminum scrap by the maker of the scrap.* On and after March 25, 1941, regardless of the terms of any commitment theretofore entered into, no maker of aluminum scrap shall sell, offer to sell, deliver, or transfer at a price, aluminum scrap made by him at prices higher than the prices set forth in Column I of Appendix A, attached to this Schedule, and no person shall buy, or offer to buy, aluminum scrap from the maker of such aluminum scrap at higher prices; *except* that any maker of aluminum scrap may be permitted to sell, or offer to sell, or deliver, or transfer at a price, aluminum scrap directly to a smelter, and a smelter to purchase or receive such scrap, at prices higher than the prices set forth in Column I of Appendix A, but not to exceed the prices set forth in Column II of Appendix A, if it appears upon application made to the Price Stabilization Division of the Advisory Commission to the Council of National Defense, Washington, D. C., that such maker of aluminum scrap had prior to March 24, 1941, customarily, in the course of his business, sold and delivered aluminum scrap made by him directly to such smelter. Lower prices than those set forth in Column I of Appendix A may, however, be charged, demanded, paid, or offered.

2. *Maximum prices on sales of aluminum scrap by dealers.* On and after March 27, 1941, regardless of the terms of any commitment theretofore entered into, any person who is not the maker of the aluminum scrap sold, offered for sale, delivered, or transferred at a price, shall not sell, offer to sell, deliver, or transfer at a price, aluminum scrap at prices higher than the prices set forth in Column II of Appendix A, attached to this Schedule, and no person shall buy, or offer to buy, aluminum scrap from any person who is not the maker of such aluminum scrap at higher prices; *except* that any person not the maker of the aluminum scrap who had purchased aluminum scrap prior to March 24, 1941, to meet a previously made firm commitment of sale or delivery of such scrap to another person may, upon application to the Price Stabilization Division, be permitted to sell, or deliver, such scrap in accordance with the terms of such firm commitment.

3. *Maximum prices on sales of secondary aluminum ingot.* On and after March 25, 1941, prices for secondary aluminum ingot shall not exceed the prices set forth in Appendix B, attached to this Schedule, and the maximum price limitations for secondary aluminum ingot set forth in Appendix B shall not, on and after March 25, 1941, be exceeded by any person in any purchase, sale, or other transfer at a price, of secondary aluminum ingot whether or not—

(a) Made pursuant to a contract of sale or purchase, or other firm commitment, entered into prior to such date; or



(b) Made in the disposition of inventories of aluminum scrap or secondary aluminum ingot held on March 24, 1941;

except that to avoid loss to any person who had acquired such inventory in order to meet firm commitments made prior to March 24, 1941, for the sale of secondary aluminum ingot, the Price Stabilization Division will, in appropriate cases to be determined on applications made under paragraph 4 hereof, permit the sale and delivery of such secondary aluminum ingot in accordance with the terms of such firm commitments. Lower prices than the prices set forth in Appendix B may be charged, demanded, paid, or offered.

4. *Application for sale of secondary aluminum ingot at prices higher than prices in Appendix B.* Any person desiring permission to sell or deliver secondary aluminum ingot at prices higher than the prices set forth in Appendix B may apply therefor in writing, upon forms available upon request made to the Price Stabilization Division of the Advisory Commission to the Council of National Defense, Washington, D. C. However, no such permission shall be granted for the sale or delivery of quantities of secondary aluminum ingot in excess of the lesser of the following two amounts:

(a) Total undelivered firm commitments, made prior to March 24, 1941, for sale of secondary aluminum ingot at prices higher than those set forth in Appendix B; or

(b) Total inventories of aluminum scrap and secondary aluminum ingot which were acquired at prices higher than the price limitations contained in this Schedule and which were held on March 24, 1941, by the applicant and, in case any dealer or other person had acquired any such inventory to meet a previously made firm commitment with the applicant for sale or delivery of aluminum scrap to the applicant, by such dealer or other person.

5. *Evasion.* The price limitations set forth in this Schedule shall not be evaded whether by direct or indirect methods in connection with a purchase, sale, or transfer at a price, of aluminum scrap or secondary aluminum ingot, or of any other materials, or by way of any service or other charge or discount, premium or other privilege, or by tying-agreement or other trade understanding, or otherwise.

6. *Identification and record keeping requirements.* Every dealer in, and every maker, smelter, processor, or consumer of, and every other person purchasing or selling aluminum scrap or secondary aluminum ingot shall, until such time as further information is deemed necessary or appropriate hereunder, keep for inspection by the Price Stabilization Division, and preserve for a period not less

than one year, complete and accurate records of:

(a) all purchases and sales of aluminum scrap and secondary aluminum ingot, recording therein the person from or to whom each such purchase or sale was made, the date thereof, the price paid or received, and the quantity in pounds and quality by grades of aluminum scrap or secondary aluminum ingot, or both, involved; and

(b) as of the close of each month the amount in pounds of aluminum scrap and secondary aluminum ingot (i) on hand and (ii) on order.

7. *Reports of dealer's sales of aluminum scrap to persons not smelters.* Any person who sells aluminum scrap to any user or further processor of aluminum scrap other than a smelter producing secondary aluminum ingot for sale, shall file a report with the price Stabilization Division of the Advisory Commission to the Council of National Defense, Washington, D. C., not later than the tenth day of the month following the month in which such sale is made, stating with respect to any and each such sale:

(a) The name and address of the person to whom the sale was made,  
(b) the number of pounds and the grade of aluminum scrap sold, and  
(c) the price at which sold.

8. *Enforcement.* In the event of refusal or failure to abide by the price limitations, record requirements, and other provisions contained in this Schedule, or in the event of any evasion or attempt to evade the price limitations or other provisions contained in this Schedule, this Division will make every effort to assure (a) that the Congress and the public are fully informed of any failure to abide by the provisions of this Schedule; and (b) that the powers of the Government are fully exerted in order to protect the public interest and the interests of those persons who conform with this Schedule in the maintenance of the ceiling prices herein set forth. Persons who have evidence of the demand or receipt of prices above the limitations set forth, or of any evasion of or effort to evade such requirements, or of speculation, or manipulation of prices of aluminum scrap or secondary aluminum ingot, or of the hoarding or accumulating of unnecessary inventories thereof, are urged to communicate with the Price Stabilization Division.

9. *Supplemental schedules and reporting requirements.* In order to insure compliance with this Schedule supplements further stating its scope and, if necessary, requiring further reports to the Government, will be issued from time to time when found appropriate.

10. *Modification of the price schedule.* Persons complaining of hardship or inequity in the operation of this Schedule may apply to the Price Stabilization Division for approval of any modification thereof or exception therefrom.

11. *Definitions.* When used in this Schedule:

(a) the term "person" includes an individual, corporation, association, partnership, or other business entity;

(b) the term "maker of aluminum scrap" means any

(i) manufacturer, fabricator, or other industrial user of aluminum who, as an incident to his manufacturing process, fabricating, or other industrial use, produces aluminum scrap; and

(ii) automobile cemetery operator, wrecker, or other person who, in his business or as an incident to his business, collects and sorts aluminum scrap. Aluminum scrap shall be deemed to be "made" when first sold, or offered for sale, or delivered, as aluminum scrap by a maker of aluminum scrap.

(c) the term "aluminum scrap" means the kinds and grades of aluminum scrap referred to in Appendix A;

(d) the term "secondary aluminum ingot" means the kinds and grades of secondary aluminum ingot referred to in Appendix B.

12. This Schedule shall become effective immediately, except as otherwise specifically provided herein. (Sec. 2, 39 Stat. 649; Order filed June 3, 1940, F. R. Doc. 40-2213 (5 F.R. 2114); Order filed June 24, 1940, F. R. Doc. 40-2583 (5 F.R. 2381).)

Issued this 24th day of March, 1941.

LEON HENDERSON,  
Commissioner.

#### APPENDIX A

##### Maximum Prices for Aluminum Scrap (f. o. b. Point of Shipment)

Grade of aluminum scrap	Maximum price (per pound)	
	Column I sale by maker	Column II sale by dealer
	Cents	Cents
Pure clips and cable	13	14½
Segregated alloy sheet clips	12	13½
Old sheet and utensils	12	13½
Mixed sheet clips	11	12½
Cast scrap and forged scrap, old and new	11	12
Borings and turnings other than No. 12	10	11½
No. 12 type borings and turnings	9½	11
Pistons free of struts	11½	12½
Pistons with struts	9½	10½

#### APPENDIX B

##### Maximum Prices for Secondary Aluminum Ingot (f. o. b. Point of Shipment)

Grade of Secondary Aluminum Ingot:	Maximum Price (per pound)
98 Percent Pure Aluminum Ingot	17¢
Silicon Alloys	17¢
Deoxidizing Aluminum:	
Notch bar, granulated ingot or shot	16½¢
(2¢ extra allowed for special shapes)	
Piston Alloys	16½¢
No. 12 Aluminum	16¢

[F. R. Doc. 41-2159; Filed, March 24, 1941;  
11:58 a. m.]



## CHAPTER IX—OFFICE OF PRODUCTION MANAGEMENT

## SUBCHAPTER A—GENERAL PROVISIONS

[Regulation No. 1]

## DEFINING THE STATUS OF THE DIVISION OF PRODUCTION IN THE OFFICE OF PRODUCTION MANAGEMENT AND PRESCRIBING ITS DUTIES AND FUNCTIONS.

Whereas, Executive Order No. 8629,<sup>1</sup> dated January 7, 1941, created the Office of Production Management and charged it with certain duties, among others, pertaining to production of defense materials; and

Whereas, said Executive Order established within the Office of Production Management the Division of Production in charge of a Director appointed by the Office of Production Management with the approval of the President; and

Whereas, The Office of Production Management with the approval of the President has appointed John D. Biggers as Director of the Division of Production;

Now, therefore, by virtue of the authority vested in the Office of Production Management by said Executive Order, it is hereby ordered that:

1. The Director of the Division of Production, who shall be known as the Director of Production, shall execute and administer the authorities, duties and responsibilities of the Office of Production Management pertaining to production as provided in said Executive Order.

2. The Director of Production shall have authority to propose action under section 9 of the Selective Training and Service Act of 1940, whenever in his opinion it shall be necessary or desirable to acquire materials, articles or equipment, by action under said section 9; and all proposals for such action shall be made in the form of a recommendation to the Director of Priorities, who shall proceed thereon in accordance with paragraph 2 of Regulation No. 3.

3. To effectuate and carry out the authorities, duties and responsibilities assigned to him herein, the Director of Production is hereby authorized:

a. To establish such organization as the Director of Production may deem necessary to the adequate execution of the functions of the Division of Production including the employment of personnel.

b. To execute and administer all the authorities, duties and responsibilities of the Office of Production Management specified in said Executive Order, which relate to

(1) The production of products and articles needed for defense with respect to which there is any problem of production or any shortage of available production facilities,

(2) The sufficiency of the supply and production of, and the requirements (in-

cluding government, export, and civilian) for, raw materials, industrial materials, heat, light, and power which enter into the production of products and articles needed for defense,

(3) The development and expansion of facilities to produce such products and articles.

4. The Director of Production shall exercise the authorities, duties and responsibilities assigned to him herein subject to the jurisdiction and control of the Director General acting in association with the Associate Director General; and he shall obtain their approval of the creation of the principal subdivisions within the Division of Production.

5. The Director of Production shall make such regular and special reports of his actions pursuant to this Regulation as may be required by the Office of Production Management, and shall cooperate with the heads of other divisions, subdivisions, or agencies of the Office of Production Management, establish methods or procedures for handling any matters with respect to which the functions or activities of their respective divisions, subdivisions, or agencies may inter-relate.

6. The Director of Production shall have authority to designate an Assistant or Deputy Director to serve as Acting Director of Production in his absence or inability to act, subject to the approval of the Director General acting in association with the Associate Director General.

7. The Director of Production shall exercise his authority, duties and responsibilities hereunder in cooperation with the Departments of War and Navy and other departments and agencies of the Government, and shall utilize their services and facilities to the maximum extent compatible with efficiency. He shall not assume responsibility for determination of the nature, kinds, types, specifications or quantities of finished military and naval products and articles and facilities required by the Department of War or Navy, nor for the times at which they are required, the terms of orders and contracts therefor, the inspection thereof, the payment therefor, or the handling thereof after completion. He may, however, advise, make recommendations and give assistance to the Departments of War and Navy with respect to all such matters. He may, where necessary, develop sources and methods of production for such products and articles and for the materials which enter into such production. He shall be entitled, in cooperation with or through the Bureau of Research and Statistics, to obtain from the Departments of War and Navy information necessary or appropriate to enable him to exercise his authorities, duties and responsibilities hereunder.

Further, the Division of Production shall exercise its authorities, duties and responsibilities hereunder with as little

disruption to civilian requirements as is consonant with the proper exercise of its functions.

WILLIAM S. KNUDSEN,  
Director General.

SIDNEY HILLMAN,  
Associate Director General.

HENRY L. STIMSON,  
Secretary of War.

JAMES V. FORRESTAL,  
Acting Secretary of the Navy.

Approved:

JOHN LORD O'BRIAN,  
General Counsel.

Attest:

HERBERT EMMERICH,  
Secretary.

MARCH 7, 1941

[F. R. Doc. 41-2098; Filed, March 21, 1941;  
12:44 p. m.]

[Regulation No. 2]

## DEFINING THE STATUS OF THE DIVISION OF PURCHASES IN THE OFFICE OF PRODUCTION MANAGEMENT AND PRESCRIBING ITS DUTIES AND FUNCTIONS

Whereas, Executive Order No. 8629,<sup>1</sup> dated January 7, 1941, created the Office of Production Management and charged it with certain duties, among others, pertaining to defense purchasing; and

Whereas, said Executive Order established within the Office of Production Management the Division of Purchases in charge of a Director appointed by the Office of Production Management with the approval of the President; and

Whereas, the Office of Production Management with the approval of the President has appointed Donald M. Nelson as Director of the Division of Purchases;

Now, therefore, by virtue of the authority vested in the Office of Production Management by said Executive Order, it is hereby ordered that:

1. The Director of the Division of Purchases, who shall be known as the Director of Purchases, shall execute and administer the authorities, duties and responsibilities of the Office of Production Management required to carry out the purchasing functions provided for in said Executive Order.

2. The Director of Purchases shall have authority to propose action under section 9 of the Selective Training and Service Act of 1940, whenever in his opinion it shall be necessary or desirable to acquire materials, articles or equipment, by action under said section 9; and all proposals for such action shall be made in the form of a recommendation to the Director of Priorities, who shall proceed thereon in accordance with paragraph 2 of Regulation No. 3.

3. To effectuate and carry out the authorities, duties and responsibilities as-

<sup>1</sup> 6 F.R. 191.

<sup>1</sup> 6 F.R. 191.



signed to him herein, the Director of Purchases is hereby authorized:

a. To establish such organization as the Director of Purchases may deem necessary to the adequate execution of the functions of the Division of Purchases, including the employment of personnel.

b. To coordinate the placement of all major defense orders and contracts.

c. To review for clearance, prior to award, all major proposals for the purchase or construction by the War Department or the Navy Department of materials, articles, or equipment needed for defense. He shall also review for clearance or advice such other important proposals for purchase or construction as the War Department or Navy Department may desire to submit. The term "major proposals for purchase or construction," as used herein, shall mean:

(1) All proposals for purchase in the amount of \$500,000 or more;

(2) All proposals for construction in the amount of \$500,000 or more; and

(3) Such other proposals for purchase or construction as the Director of Purchases may indicate, through the Office of the Secretary of War or the Secretary of the Navy, because they involve unusual procurement problems, or have a substantial impact upon the market, or for other reasons.

d. To advise with respect to the procurement planning aspects of the plans and schedules of the various departments and agencies of the Government for the purchase of materials, articles or equipment required for defense.

e. With respect to materials, articles and equipment required for defense, at such times and to such extent as he may deem necessary to the effective discharge of his responsibilities—

(1) To review the procurement procedures, methods and policies, and specifications, of the various departments and agencies of the Government;

(2) To inform himself as to (A) the programs of requirements and desired schedules of delivery of the various departments and agencies of the Government, whether or not such programs or schedules are final, (B) existing productive capacity, whether publicly or privately owned or controlled, and (C) such other matters relating to procurement or procurement planning as he may deem appropriate;

(3) To make such recommendations with respect to the foregoing as he may deem appropriate.

4. The Director of Purchases shall exercise the authorities, duties and responsibilities assigned to him herein subject to the jurisdiction and control of the Director General acting in association with the Associate Director General; and he shall obtain their approval of the creation of the principal subdivisions within the Division of Purchases.

5. The Director of Purchases shall make such regular and special reports of his actions pursuant to this Regulation as may be required by the Office of Production Management.

6. The Director of Purchases shall have authority to designate an Assistant or Deputy Director to serve as Acting Director of Purchases in his absence or inability to act, subject to the approval of the Director General acting in association with the Associate Director General.

WILLIAM S. KNUDSEN,  
*Director General.*

SIDNEY HILLMAN,  
*Associate Director General.*

HENRY L. STIMSON,  
*Secretary of War.*

JAMES V. FORRESTAL,  
*Acting Secretary of the Navy.*

Approved:

JOHN LORD O'BRIAN,  
*General Counsel.*

Attest:

HERBERT EMMERICH,  
*Secretary.*

MARCH 7, 1941.

[F. R. Doc. 41-2099; Filed, March 21, 1941;  
12:45 p. m.]

[Regulation No. 3]

#### DEFINING THE STATUS OF THE DIVISION OF PRIORITIES IN THE OFFICE OF PRODUCTION MANAGEMENT AND PRESCRIBING ITS DUTIES AND FUNCTIONS

Whereas, Executive Order No. 8629,<sup>1</sup> dated January 7, 1941, created the Office of Production Management and charged it with the duties, among others, to determine when, to what extent, and in what manner priorities shall be accorded to deliveries of material pursuant to the authority of section 2 (a) of the Act entitled, "An Act to Expedite National Defense and for other Purposes," approved June 28, 1940, and to perform the functions and exercise the authorities vested in the President by section 9 of the Selective Training and Service Act of 1940; and

Whereas, said Executive Order established within the Office of Production Management a Division of Priorities in charge of a Director appointed by the Office of Production Management with the approval of the President, and a Priorities Board to act as an advisory body on priorities; and

Whereas, the Office of Production Management with the approval of the President has appointed Edward R. Stettinius, Jr., as Director of the Division of Priorities; and

Whereas, the public interest requires that provision be made to insure the prompt delivery of material essential to the national defense;

<sup>1</sup> 6 FR. 191.

Now, therefore, by virtue of the authority vested in the Office of Production Management by said Executive Order, it is hereby ordered that:

1. The Director of the Division of Priorities, who shall be known as the Director of Priorities, shall execute and administer the authorities, duties and responsibilities of the Office of Production Management pertaining to section 2 (a) of the Act entitled, "An Act to Expedite National Defense and for other Purposes," approved June 28, 1940, and otherwise pertaining to priorities, mandatory orders and allocations.

2. The Director of Priorities shall have authority to propose action under section 9 of the Selective Training and Service Act of 1940, and all proposals for such action, whether originating with him or with the Directors of other Divisions or with other officers of the Government, shall be submitted by the Director of Priorities, with his recommendation, to the Director General, the Associate Director General, the Secretary of War, and the Secretary of the Navy, constituting the Council of the Office of Production Management, for such directions as they may give.

3. To effectuate and carry out the authorities, duties and responsibilities assigned to him herein, the Director of Priorities is hereby authorized:

a. To establish such organization as the Director of Priorities may deem necessary to the adequate execution of the functions of the Priorities Division, including the employment of personnel and the creation and appointment of priority groups and priority committees for material or groups of material; and to make provision for administrative services to the Priorities Board when it is carrying out its functions under said Executive Order.

b. To assign or provide for the assignment of preference ratings to all contracts and subcontracts and material directly or indirectly necessary to the defense program; on ultimate military items, the Director of Priorities shall be guided by categories of military preferences, including the modification of existing categories, as set forth from time to time by the Army and Navy Munitions Board.

c. To issue or provide for the issuance of all preference or priority certificates or orders to contractors, subcontractors, and others supplying material directly or indirectly necessary to the defense program.

d. To utilize and supervise, in accordance with procedures devised with the concurrence of the Army and Navy Munitions Board, the services of the contracting and procurement officers and inspectors of the War and Navy Departments, in connection with priorities and related matters.

e. To validate and extend, to such extent as he may define, action with respect



to priorities and related matters heretofore taken by the former Administrator of Priorities and Priorities Board, pursuant to authority of Executive Order No. 8572, dated October 21, 1940, and amended by Executive Order No. 8612, dated December 15, 1940, and revoked by Executive Order No. 8629, dated January 7, 1941, or by the Director of Priorities or by the Army and Navy Munitions Board or by contracting and procurement officers and inspectors of the War and Navy Departments.

f. To issue, modify and amend, with the advice of the Priorities Board and with the approval of the Director General acting in association with the Associate Director General of the Office of Production Management, such rules and regulations as may to the Director of Priorities seem necessary or desirable in the execution of the functions of the Division of Priorities, and subject to all Executive and Administrative Orders of the President and all Regulations of the Office of Production Management.

g. To establish preferences with respect to indirect defense material, and domestic and foreign material, pursuant to such agreement and cooperation as may be necessary.

h. To make allocations, establish procedures, adopt devices, measures and plans and generally to take all lawful steps necessary or appropriate to bring about prompt delivery of direct and indirect defense material, and other domestic and foreign material where deemed important to the defense program.

4. The Director of Priorities shall exercise the authorities, duties and responsibilities assigned to him herein subject to the jurisdiction and control of the Director General acting in association with the Associate Director General; and he shall obtain their approval of the creation of the principal administrative subdivisions and priority groups within the Division of Priorities.

5. The Director of Priorities shall formulate plans, and shall negotiate, and with the approval of the Director General acting in association with the Associate Director General shall establish, procedures to insure the effective coordination of activities of the several departments, agencies and offices of the Government which relate to priorities.

6. The Director of Priorities shall have authority to designate an Assistant or Deputy Director to serve as Acting Director of Priorities in his absence or inability to act, subject to the approval of the Director General acting in association with the Associate Director General.

7. The Director of Priorities shall be entitled, in cooperation with or through the Bureau of Research and Statistics, to obtain from the Departments of War and Navy, information necessary or appropriate to enable him to exercise his authorities, duties and responsibilities hereunder.

8. The Director of Priorities shall make such regular and special reports of his actions pursuant to this Regulation as may be required by the Office of Production Management.

9. The Priorities Board shall serve as an advisory body to the Director of Priorities and shall render advice to him and made findings and recommendations whenever he deems it necessary or advisable to request it to do so. The Director of Priorities shall consult with and request the advice of the Priorities Board with respect to all proposals for action under section 9 of the Selective Training and Service Act of 1940 and with respect to any proposed mandatory order covering an entire industry.

WILLIAM S. KNUDSEN,  
Director General.

SIDNEY HILLMAN,  
Associate Director General.

HENRY L. STIMSON,  
Secretary of War.

JAMES V. FORRESTAL,  
Acting Secretary of the Navy.

Approved:

JOHN LORD O'BRIAN,  
General Counsel.

Attest:

HERBERT EMMERICH,  
Secretary.

Approved:

FRANKLIN D. ROOSEVELT,  
The White House.

MARCH 8, 1941.

(F. R. Doc. 41-2100; Filed, March 21, 1941;  
12:45 p. m.)

[Regulation No. 4]

ESTABLISHING A BUREAU OF RESEARCH AND  
STATISTICS IN THE OFFICE OF PRODUCTION  
MANAGEMENT AND PRESCRIBING ITS DUTIES  
AND FUNCTIONS

By virtue of the authority vested in the Office of Production Management by Executive Order 8629,<sup>1</sup> it is hereby ordered:

1. There shall be in the Office of Production Management a Bureau of Research and Statistics which shall serve as the central research and statistical agency of the Office. The Bureau shall be administered by a Chief appointed by and responsible to the Director General in association with the Associate Director General, and, subject to their supervision, he shall establish such organization and appoint such personnel as may be necessary.

2. There shall be an Advisory Committee to advise the Chief of the Bureau of Research and Statistics on program and policies. The Advisory Committee shall consist of representatives of the operating divisions of the Office of Production Management, to be selected by the directors of the several divisions, and

representatives of the War and Navy Departments, the Advisory Commission to the Council of National Defense, and such other defense agencies as the Director General in association with the Associate Director General may determine.

3. The following principles shall govern the allocation of research and statistical responsibilities between the Bureau of Research and Statistics and the operating divisions of the Office of Production Management:

(a) The Bureau of Research and Statistics shall be responsible for the collection and processing of statistics and the conduct of studies necessary to meet the needs of the Office as a whole or of two or more operating divisions. However, the Chief of Research and Statistics may arrange with the director of any interested operating division to have all or part of any such project performed by the appropriate operating division on behalf of the Bureau of Research and Statistics and other interested divisions.

(b) Research and statistical work which is an integral part of the activities of an operating division and which is not required by other divisions may be carried on by the division concerned after clearance with the Chief of the Bureau of Research and Statistics. The Chief of Research and Statistics shall work out with the directors of the various operating divisions the detailed allocation of research and statistical projects.

(c) In order that statistics collected by operating divisions may adequately serve the purposes of other operating divisions and of the Bureau of Research and Statistics, the Chief of Research and Statistics shall arrange for, and shall have authority to set standards to assure, the necessary degree of uniformity and coverage of the data.

4. In accordance with the principles set forth in paragraph 3, the Bureau of Research and Statistics, serving as a central staff agency, shall:

(a) Collect and compile statistics and carry on research to meet the needs of the Office of Production Management and its operating divisions. To avoid duplication, the Bureau shall utilize so far as practicable the services of existing governmental agencies engaged in the collection and analysis of statistics.

(b) Collect and assemble data on requirements and contracts for, and deliveries and inventories of, commodities needed for national defense; and place such data in suitable form for the use of the operating divisions.

(c) Obtain copies of reports, prepared by the War and Navy Departments, procurement agencies of foreign governments, and other public or private agencies, obtaining data needed by the Office of Production Management.

(d) Serve as a clearing house for statistics and research information available within the Office of Production

<sup>1</sup> 6 F.R. 191.



Management and as the channel for supplying such material to other governmental agencies which have authorized use therefor.

(e) Review and approve all questionnaires and report forms, as defined by Bureau of the Budget Circular No. 360, which are prepared by the operating divisions of the Office of Production Management. No such questionnaire or report form shall be issued until cleared by the Bureau of Research and Statistics with the Bureau of the Budget.

(f) Upon request and in accordance with arrangements made between the Chief of Research and Statistics and the division or agency concerned, render special research and statistical service to operating divisions of the Office of Production Management, to the Advisory Commission to the Council of National Defense, and to other governmental agencies engaged in the defense program.

(g) Serve as the liaison between the Office of Production Management and other statistical agencies of the Government.

(h) Perform such other functions as the Director General in association with the Associate Director General may direct.

5. The Bureau of Research and Statistics shall have full access to all statistics developed and maintained by other units of the Office of Production Management.

WILLIAM S. KNUDSEN,  
*Director General.*  
SIDNEY HILLMAN,  
*Associate Director General.*  
HENRY L. STIMSON,  
*Secretary of War.*  
JAMES V. FORRESTAL,  
*Acting Secretary of the Navy.*

Approved:

JOHN LORD O'BRIAN,  
*General Counsel.*

Attest:

HERBERT EMMERICH,  
*Secretary.*

MARCH 7, 1941.

[F. R. Doc. 41-2101; Filed, March 21, 1941;  
12:45 p. m.]

[Regulation No. 5]

# ESTABLISHING A LABOR DIVISION IN THE OFFICE OF PRODUCTION MANAGEMENT AND PRESCRIBING ITS DUTIES AND FUNCTIONS

MARCH 17, 1941.

Whereas, Executive Order No. 8629,<sup>1</sup> dated January 7, 1941, in creating the Office of Production Management provided that in addition to certain specified functions, the Office of Production Management shall "perform such other functions as the President may from time to time assign or delegate to it;" and said Order provided that in addition to

the Divisions of Production, Purchases, and Priorities, there shall be "such other operating divisions as the President may from time to time determine," and

Finding it essential in the interest of expediting the defense program with respect to the National emergency as declared by the President to exist on September 8, 1939, to conduct within the Office of Production Management certain functions relating to labor requirements and relations;

Now, therefore, subject to the approval of the President, it is ordered that:

1. There shall be within the Office of Production Management an operating division to be known as the Labor Division, at the head of which shall be a Director of the Labor Division appointed by the Office of Production Management with the approval of the President.

2. The Director of the Labor Division shall perform and discharge the following duties and responsibilities, working in close cooperation with, and utilizing to the maximum extent compatible with efficiency, all appropriate departments and agencies of the Federal Government;

a. Ascertain labor requirements for national defense;

b. Develop programs and coordinate efforts for assuring an adequate and trained labor supply for defense purposes;

c. Advise with respect to problems of standards of work and employment in defense industries;

d. Assist in the prevention and adjustment of any labor controversies which might retard the defense program; and

e. Advise and collaborate with the other divisions of the Office of Production Management on all matters affecting labor.

3. The Director of the Labor Division is authorized to establish such organization for the Division as he may deem necessary to the adequate execution of his functions and responsibilities including the employment of personnel, but he shall obtain the approval of the Director General acting in association with the Associate Director General in the creation of the Principal subdivisions of the Division.

4. The Director of the Labor Division shall exercise the authorities, duties, and responsibilities assigned to him herein subject to the jurisdiction and control of the Director General acting in association with the Associate Director General, and he shall make such regular and special reports of his actions pursuant to this regulation as may be required by the Office of Production Management.

5. The Director of the Labor Division shall have authority to designate an Assistant or Deputy Director to serve as Acting Director of the Labor Division in his absence or inability to act, subject to

the approval of the Director General acting in association with the Associate Director General.

WILLIAM S. KNUDSEN,  
*Director General.*  
SIDNEY HILLMAN,  
*Associate Director General.*  
HENRY L. STIMSON,  
*Secretary of War.*  
FRANK KNOX,  
*Secretary of the Navy.*

Approved:

JOHN LORD O'BRIAN,  
*General Counsel.*

Attest:

HERBERT EMMERICH,  
*Secretary.*

Approved:

FRANKLIN D. ROOSEVELT,  
*The White House*

MARCH 18, 1941.

[F. R. Doc. 41-2102; Filed, March 21, 1941;  
12:46 p. m.]

## SUBCHAPTER B—PRIORITIES DIVISION

[No. M-1]

### GENERAL PREFERENCE ORDER<sup>1</sup> TO DIRECT THE DISTRIBUTION OF ALUMINUM

MARCH 21, 1941.

Whereas it has been found that the demands of the national defense program create a shortage in the supply of aluminum so that it is necessary, in the interest of national defense and security, to conserve the supply and direct the distribution of aluminum giving preference to Defense Orders (as hereinafter defined), now therefore;

Deliveries by all producers, fabricators and secondary smelters (hereinafter together called "producers") of aluminum, including alloys of which aluminum constitutes the major part, (hereinafter called "aluminum") shall be made in accordance with the following preference ratings and directions:

All contracts or orders placed with such producers for delivery of aluminum which is to enter directly or indirectly into the manufacture of any material for the Army or Navy are hereinafter called "Defense Orders". Defense Orders which do not bear a higher preference rating are hereby assigned a preference rating of A-10.

Contracts or orders placed with such producers for delivery of aluminum which is to enter directly or indirectly into the manufacture of any material for the defense of Great Britain, including contracts or orders from other parts of the British Empire for that purpose, (here-

<sup>1</sup> This order is issued by the Director of Priorities in the interest of the National Defense and pursuant to the authority vested in him by the Office of Production Management Regulation No. 3, dated March 7, 1941, Executive Order No. 8629, dated January 7, 1941, and Section 2 (a) of the Act of June 28, 1940 (Public No. 671, 76th Congress, Third Session):



inafter also called "Defense Orders") shall be given the same preference rating status as that granted to contracts or orders for aluminum entering into similar or corresponding material for the Army or Navy, and all such contracts or orders, which do not bear a higher preference rating than A-10, are hereby assigned a preference rating of A-10.

Preference ratings will, from time to time, be assigned by the Director of Priorities to deliveries under contracts or orders other than Defense Orders, including not only contracts or orders for produced aluminum delivered pursuant to sale, but also contracts or orders for aluminum delivered pursuant to toll agreements. No deliveries shall be made under any contracts or orders other than Defense Orders except for release pursuant to the assignment of preference ratings or by other specific order.

The sequence of deliveries under contracts or orders bearing the same preference rating shall be based on the delivery dates specified in such contracts or orders.

Where there is doubt as to whether a particular contract or order constitutes a Defense Order, the matter shall be referred to the Division of Priorities with all known facts for its determination.

All such producers shall maintain accurate records of all contracts or orders placed with them, including the name and address of each customer and the kinds, quantities and value of material and dates of delivery called for by such contracts and orders and shall furnish to the Priorities Division, Office of Production Management, Washington, D. C., ten days before the end of each month, such information as specified above with respect to their contracts and orders and/or with respect to their deliveries for the succeeding and preceding month as it may request; and submit, upon request, to an audit and inspection by representatives of the Priorities Division with respect to such contracts and orders and deliveries from time to time.

This order supersedes and cancels all previous orders and directions of the Priorities Division of the Office of Production Management applicable to such producers and may be modified or terminated by the Director of Priorities at any time. This order shall take effect on the 22nd day of March 1941, and, unless previously terminated, shall expire on the 30th day of June 1941.

E. R. STETTINIUS, Jr.,  
Director of Priorities.

[F. R. Doc. 41-2121; Filed, March 22, 1941;  
9:46 a. m.]

[No. M-1-a]

SUPPLEMENTARY ORDER FOR PREFERENCE  
RATING SCHEDULE OF ALUMINUM

MARCH 21, 1941.

This Schedule is issued pursuant to General Preference Order M-1. Until

No. 58—3

further notice all producers (as defined in said Order M-1), of aluminum (as defined in said Order M-1), shall make deliveries of aluminum according to the following schedule of preference ratings:

A For Defense Orders as defined in General Preference Order No. M-1 and for any other A ratings issued by the Priorities Division.

B-1 Each producer (not including fabricators) shall reserve one percent of his scheduled production of aluminum ingot each month; deliveries shall be made out of such reserves only pursuant to orders issued against this reserve by the Priorities Division.

B-2 For repair or replacement parts for existing apparatus, equipment and devices which must continue to function in order to preserve essential services and maintain maximum production of goods.

B-3 For products essential to the protection of public health or safety.

B-4 For standard apparatus, equipment or devices which cannot be redesigned to use substitute materials without serious interruption of current production and for which there is substantial use in national defense or in plants chiefly devoted to national defense.

B-5 For customers requiring less than a total of 1,000 pounds of aluminum per month. This rating is temporarily assigned pending further investigation.

B-6 For customers whose use of aluminum does not exceed 2 pounds per \$100 or final sales value of the article of which it is an essential component. A large amount of labor is thereby kept employed with the use of relatively little aluminum.

B-7 For products in which no reasonably satisfactory substitute for aluminum is available.

B-8 For products in which a reasonably satisfactory substitute for aluminum is available or can be made available.

*General provisions.* 1. Hereafter no producer shall enter into any contract whereby it agrees to process, fabricate or cast any aluminum scrap by toll agreement unless specifically authorized to do so by the Director of Priorities. No producer shall make any delivery on any contract or order now outstanding for the delivery of aluminum which it processes or fabricates by toll agreement for any customer unless specifically authorized to do so by the Director of Priorities.

2. Deliveries shall not be in an amount in excess of the amount currently required for the production which justifies the preference rating assigned, after making full use of the inventory of metal previously received, including all scrap that may be remelted or refabricated for individual customers.

Beginning twenty (20) days after the effective date of this Order, no deliveries by any producer to any customer shall

be made until such customer shall have furnished such producer with a sworn statement that (a) such customer has filed with the Priorities Division a report of such customer's entire inventory of all aluminum, in the form received by him (including scrap) and that (b) such customer has not placed an order for aluminum with some other producer to be used for the same specific purposes.

3. Deliveries by any producer on contracts or orders having a preference rating of B-2 to B-8 inclusive shall not exceed the percentage indicated below of the customer's monthly average of 1940 shipments from the same producer for corresponding purposes. This percentage may be changed from time to time by the Director of Priorities.

B-2—80%; B-3—70%; B-4—60%; B-5—50%; B-6—40%; B-7—30%; B-8—10%.

4. Orders of each producer on which delivery is intended during each month (calendar or statistical, according to the custom of such producer) shall be scheduled in the order of the preference ratings assigned. If the amount of aluminum available for delivery during any such month is insufficient to cover all of the above preference ratings, the Director of Priorities may issue supplementary instructions for the month providing for the allocation of a portion of the available aluminum to lower rated groups. If after any producer shall have filed such monthly schedule, a contract or order shall be placed with him calling for delivery within such month, and there are exceptional reasons for filling such contract or order within such month, he shall so advise the Priorities Division, describing in detail such contract or order and such exceptional reasons.

5. Customers who use aluminum for two or more different types of products shall have their requirements and uses treated separately for each type of product upon furnishing to the producer a breakdown of uses of the different products. Thus, "Product X" may be entitled to 2,000 pounds under an A-rating, while "Product Y" may receive the 2,500 pounds of metal it desires only if aluminum is available for B-4 ratings.

6. Aluminum which, on the date hereof (March 22, 1941), has been fabricated beyond the ingot and is of such special character as not to be allocable under the rules laid down in this Order may be completed and shipped without regard to the instructions herein contained.

7. Any person who dissents from the preference rating that is assigned to any delivery may appeal to the Priorities Division by addressing a letter to E. M. Hopkins, Priorities Division, Office of Production Management, Room 4527, Social Security Building, Washington, D. C. Such letter should contain a general description of the contract or order, the name of the producer with whom it is placed, the amount of aluminum ordered,



the use for which it is intended, the preference rating that has been assigned to his delivery, and the reasons why the person appealing thinks that the rating is erroneous. The Priorities Division will give especial consideration to any evidence indicating the possibility of maintaining employment of the greatest possible numbers of workers without conflict with any vital use.

This Supplementary Order shall take effect on the 22d day of March 1941.

E. R. STETTINIUS, Jr.,  
Director of Priorities.

[F. R. Doc. 41-2122; Filed, March 22, 1941;  
9:46 a. m.]

## Notices

### WAR DEPARTMENT.

RESTRICTIONS ON CERTAIN TRANSACTIONS INVOLVING PROPERTY ON WHICH CERTAIN FOREIGN COUNTRIES, OR ANY NATIONAL THEREOF, MAY HAVE AN INTEREST<sup>1</sup>

#### BULGARIA

6. Bulgaria. Executive Order No. 8701, March 4, 1941 (6 F.R. 1285), further extends the provisions of Executive Order No. 8389,<sup>2</sup> referred to, so as to include Bulgaria or any national thereof effective on or since March 4, 1941, and the instructions of the Treasury and War Departments in paragraph 1 are similarly applicable.<sup>3</sup> (R.S. 161; 5 U.S.C. 22) [Proc. Cir. 21, W.D., July 25, 1940, as amended by Proc. Cir. 18, W.D., Mar. 12, 1941]

E. S. ADAMS,  
Major General,  
The Adjutant General.

[F. R. Doc. 41-2131; Filed, March 24, 1941;  
9:56 a. m.]

[Contract No. W 669 qm-9126; O. I. No. 1979]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: REEVES BROTHERS, INC.

Contract for: Cloth, Cotton, Khaki.  
Amount: \$1,221,275.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this ninth day of October 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Cloth, Cotton, Khaki, for the consideration stated totaling one million, two hundred twenty-one thousand, two hundred seventy-five dollars (\$1,221,275.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices

<sup>1</sup> Paragraph 6 is added. See 5 F.R. 2939, 4273.

<sup>2</sup> 5 F.R. 4062.

<sup>3</sup> Paragraph 6 is added. See 5 F.R. 2939 and 5 F.R. 4062.

stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Delays—Liquidated damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

*Liquidated damages.* Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

Bond: Furnished.

Amount: \$244,255.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01, the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-63.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2115; Filed, March 22, 1941;  
9:28 a. m.]

[Contract No. W 669 qm-9280; O. I. No. 2209]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: CHATHAM MANUFACTURING CO.

Contract for: Blankets, Wool, Olive Drab, \* \* \*

Amount: \$1,923,750.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this fifteenth day of October, 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Blankets, Wool, Olive Drab, \* \* \* for the consideration stated totaling One million, nine hundred twenty-three thousand, seven hundred fifty dollars (\$1,923,750.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Delays—Liquidated damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

*Liquidated damages.* Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

Bond: Furnished.

Amount: \$384,750.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P11-3010 A 0515-01, the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directives No. P-E-45 and P-E-49.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2111; Filed, March 22, 1941;  
9:27 a. m.]

[Contract No. W 669 qm-9476; O. I. No. 2589]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: UXBRIDGE WORSTED CO., INC.

Contract for: Textiles.

Amount: \$1,395,000.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this twenty-ninth day of October 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Cloth, Serge, Olive Drab for the consideration stated totaling one million, three hundred ninety-five thousand dollars (\$1,395,000.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.



**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

**Liquidated damages.** Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

Bond: Furnished.

Amount: \$279,000.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-98.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2118; Filed, March 22, 1941;  
9:29 a. m.]

[Contract No. W 669 qm-9479; O. I. No. 2592]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: PACIFIC MILLS

Contract for: Flannel, Shirting.

Amount: \$2,622,000.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this twenty-ninth day of October 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Flannel, Shirting, Olive Drab, \* \* \*, for the consideration stated totaling two million, six hundred twenty-two thousand dollars (\$2,622,000.00) in strict accordance with the specifications,

schedules and drawings, all of which are made a part hereof.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

**Liquidated damages.** Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

Bond: Furnished.

Amount: \$524,400.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01, the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-79.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2116; Filed, March 22, 1941;  
9:29 a. m.]

[Contract No. W 6934 qm-3; O. I. No. 3-41]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE CONTRACT<sup>1</sup> FOR ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: THE JENNINGS-LAWRENCE CO., SUITE 538, ROWLANDS BUILDING, COLUMBUS, OHIO

Amount fixed fee: \$8,500.00.

Estimated cost of construction project: \$3,783,784.00.

Type of construction project: Construction of a new Ordnance Depot.

<sup>1</sup> Approved by The Assistant Secretary of War, November 15, 1940.

Location: Ravenna, Ohio.

Type of service: Architectural-Engineering (Preliminary survey, study and report).

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7413 P1-3211 A 0540.067-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 7th day of November 1940.

**ARTICLE I. Description of the work.** The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a new Ordnance Depot, at Ravenna, Ohio, and estimated to cost \$3,783,784.00.

**ART. III. Data to be furnished by the Government.** The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

**ART. VI. Fixed-fee and reimbursement of expenditures.** In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of eight thousand, five hundred and no/100 dollars (\$8,500.00) which shall constitute complete compensation for the Architect-Engineer's services.

**Reimbursement for the following expenditures:** The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

**ART. VIII. Payments** shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified pay rolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

**ART. IX.** All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**ART XII. Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

**ART. XIII. Termination for cause or for convenience of the Government.** The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:



Public No. 703—76th Congress, approved July 2, 1940.

Public No. 309—76th Congress, approved August 7, 1939.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2113; Filed, March 22, 1941;  
9:28 a. m.]

[Contract No. W-271-ORD-507]

#### SUMMARY OF CONTRACT<sup>1</sup> FOR SUPPLIES

CONTRACTOR: INTERNATIONAL HARVESTER COMPANY

Contract for: \* \* \* Complete Empty Projectiles \* \* \* and Machining \* \* \* Shell, \* \* \*.

Amount: \$1,014,000.00.

Place: Chicago Ordnance District Office, 309 West Jackson Boulevard, Chicago, Illinois.

The Machining and Forgings to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authority O. S. & S. A. ORD 6806 P11-0270 A 1005-01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 23rd day of December 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Complete Empty Projectiles \* \* \* Machining \* \* \* Shell for the consideration stated of one million fourteen thousand (\$1,014,000.00) dollars in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Liquidated damages.** If the Contractor refuses or fails to make delivery of

the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* percent of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of \* \* \* percent, and the Contractor and his sureties shall be liable for the amount thereof.

**Quantities.** The Government reserves the right to increase the quantity on this contract by as much as \* \* \*, and at the Unit price specified in Article 1, such option to be exercised within \* \* \* days from date of this contract.

**Termination when contractor not in default.** This contract is subject to termination by the Government at any time as its interests may require.

**Performance bond.** Contractors shall be required to furnish a performance bond in duplicate in the sum of \* \* \* per centum of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

**Place of manufacture.** The Contractor will perform the work under this contract in the factory or factories listed below:

International Harvester Company  
Milwaukee Works  
Milwaukee, Wisconsin

This contract is authorized by the ACT of July 2, 1940 (Public No. 703, 76th Congress.)

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2120; Filed, March 22, 1941;  
9:30 a. m.]

[Contract No. W 6665 qm-27; O. I. No. 209]

#### SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: FORD J. TWAITS COMPANY AND MORRISON-KNUDSEN COMPANY, INC., LOS ANGELES, CALIFORNIA

Contract for: Construction and Completion of Temporary Housing and Utilities thereof.

Amount: \$1,351,642.00.

Place: Ford Ord, California.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority QM 7551 P 1-3211 A 0540.068-N, the

available balance of which is sufficient to cover the cost of same.

This contract, entered into this third day of January 1941.

**Statement of work.** The contractor shall furnish the materials, and perform the work for construction and completion of temporary housing and utilities thereto at Ford Ord, California, for the consideration of one million three hundred fifty-one thousand six hundred forty-two dollars (\$1,351,642.00) in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

**Changes.** The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

**Delays—Damages.** If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

**Payments to contractors.** Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each Fifteen (15) days or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the act of Public Resolution No. 99, 76th Congress, approved Sept. 24, 1940.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2119; Filed, March 22, 1941;  
9:30 a. m.]

<sup>1</sup> Approved by the Under Secretary of War March 12, 1941.



[Contract No. W 6934 qm-4; O. I. No. 4-41]  
**SUMMARY OF COST-PLUS-A-FIXED-FEE  
 CONTRACT<sup>1</sup> FOR ARCHITECT ENGINEER  
 SERVICES**

ARCHITECT-ENGINEER: THE JENNINGS-LAW-  
 RENCE CO., SUITE 538, ROWLANDS BUILD-  
 ING, COLUMBUS, OHIO

Amount fixed fee: \$31,770.

Estimated cost of construction proj-  
 ect: \$4,007,905.

Type of construction project: Con-  
 struction of an Ordnance Depot, includ-  
 ing necessary buildings, temporary struc-  
 tures, utilities and appurtenances there-  
 to.

Location: Ravenna, Ohio.

Type of service: Architectural-Engi-  
 neering (For construction of the proj-  
 ect).

The supplies and services to be ob-  
 tained by this instrument are authorized  
 by, are for the purpose set forth in, and  
 are chargeable to Procurement Authori-  
 ty No. 7413-P1-3211 A 0540.067-N  
 the available balance of which is suffi-  
 cient to cover the cost of same.

This contract, entered into this 15th  
 day of January 1941.

*Description of the work.* The Archi-  
 tect-Engineer shall perform all the nec-  
 essary services provided under this con-  
 tract for the following described proj-  
 ect: Construction of an ordnance depot,  
 including necessary buildings, temporary  
 structures, utilities and appurtenances  
 thereto at Ravenna, Ohio, and estimated  
 to cost \$4,007,905.00.

*Data to be furnished by the Govern-  
 ment.* The Government shall furnish  
 the Architect-Engineer available sched-  
 ules of preliminary data, layout sketches  
 and other information respecting sites,  
 topography, soil conditions, outside  
 utilities and equipment as may be essen-  
 tial for the preparation of preliminary  
 sketches and the development of final  
 drawings and specifications.

*Fixed-fee and reimbursement of ex-  
 penditures.* In consideration for his un-  
 dertakings under the contract, the Ar-  
 chitect-Engineer shall be paid the fol-  
 lowing:

(a) A fixed-fee in the amount of thir-  
 ty-one thousand seven hundred and sev-  
 enty dollars (\$31,770) which shall  
 constitute complete compensation for the  
 Architect-Engineer's services.

(b) Reimbursement for the following  
 expenditures: The actual cost of expendi-  
 tures made by the Architect-Engineer  
 under the provisions of Article IV and  
 Article VII of this contract, subject to  
 the provisions of paragraph 1 b, (2)  
 above.

*Method of payment.* Payments shall  
 be made on vouchers approved by the  
 Contracting Officer on standard forms, as  
 soon as practicable after the submission  
 of statements, with original certified  
 pay rolls, receipted bills for all expenses  
 including materials, supplies and equip-

ment, and all other supporting data and  
 the amount of the Architect-Engineer's  
 fixed fee earned.

All drawings, specifications, and blue  
 prints are to become the property of the  
 Government on completion of payments.

*Changes in scope of project.* The Con-  
 tracting Officer may at any time by a  
 written order, make changes in the scope  
 of the work contemplated by this con-  
 tract.

*Termination for cause or for conven-  
 ience of the Government.* The Govern-  
 ment may terminate this contract at any  
 time and for any cause by a notice in  
 writing from the Contracting Officer to  
 the Architect-Engineer.

This contract is authorized by the fol-  
 lowing laws:

Public No. 703—76th Congress, ap-  
 proved July 2, 1940.

Public No. 309—76th Congress, ap-  
 proved August 7, 1939.

FRANK W. BULLOCK,  
 Major, Signal Corps,  
 Assistant to the Director  
 of Purchases & Contracts.

[F. R. Doc. 41-2114; Filed, March 22, 1941;  
 9:28 a. m.]

[Supplemental Contract No. B1]

**SUMMARY OF SUPPLEMENTAL CONTRACT<sup>1</sup>  
 TO COST-PLUS-A-FIXED-FEE CONTRACT<sup>2</sup>  
 FOR CONSTRUCTION**

CONTRACTOR: HUNKIN-CONKEY CONSTRUC-  
 TION COMPANY, 1740 E. 12TH STREET,  
 CLEVELAND, OHIO

Estimated cost: (Original), \$11,564,-  
 500 (Supplemental), \$3,929,355, total,  
 \$15,493,855.

Fixed fee: (Original), \$375,500 (Sup-  
 plemental), \$78,550, total, \$454,050.

Supplemental contract for: The con-  
 struction of an ammunition storage depot  
 at Ravenna, Ohio.

The supplies and services to be ob-  
 tained by this instrument are authorized  
 by, are for the purpose set forth in, and  
 are chargeable to, Procurement Authori-  
 ty No. QM 7414 P1-3211 A 0540.067 N  
 the available balance of which is suf-  
 ficient to cover the cost of same.

This supplemental contract, entered  
 into this 5th day of February 1941.

Whereas, there is now in full force and  
 effect between the parties hereto a cer-  
 tain contract which provides for the con-  
 struction of and equipment for an am-  
 munition loading plant at Ravenna, Ohio,  
 bearing date of August 30, 1940, and  
 being identified as Contract No. W 6934  
 qm-2, (hereinafter referred to as the  
 "principal contract")

Now therefore, the parties do hereby  
 mutually agree that the said principal  
 contract above described shall be and  
 the same is hereby modified in the fol-  
 lowing manner:

<sup>1</sup> Approved by the Under Secretary of War,  
 March 7, 1941.

<sup>2</sup> No. W 6934 qm-2, Dated August 30, 1940.

1. Add the following work to the  
 description of the project described under  
 Article I, Paragraph 1 of the Principal  
 Contract: Construction of Ammunition  
 storage depot at Ravenna, Ohio.

2. Delete paragraph 2, section 1, article  
 I of the principal contract relating to the  
 estimated cost and insert in lieu thereof  
 the following paragraph:

It is estimated that the total cost of  
 the construction work covered by this  
 contract as modified and amended will  
 be approximately fifteen million four  
 hundred ninety-three thousand eight  
 hundred and fifty-five and no/100 dollars  
 (\$15,493,855.00), exclusive of the contrac-  
 tor's fee.

3. Delete subdivision (c), Paragraph 3,  
 Section 1, Article I of the principal con-  
 tract relating to the fixed fee and insert  
 in lieu thereof the following paragraph:

A fixed-fee in the amount of four hun-  
 dred fifty-four thousand and fifty and  
 no/100 dollars (\$454,050) which shall  
 constitute complete compensation for the  
 contractor's services including profit  
 and all general overhead expenses.

4. The principal contract except as  
 modified and amended by this Supple-  
 mental Contract shall be and remain in  
 full force and effect.

This supplemental contract is author-  
 ized by Public, No. 703, 76th Congress,  
 approved July 2, 1940.

FRANK W. BULLOCK,  
 Major, Signal Corps,  
 Assistant to the Director  
 of Purchases and Contracts.

[F. R. Doc. 41-2112; Filed, March 22, 1941;  
 9:28 a. m.]

[Contract No. W 978 eng-2114]

**SUMMARY OF CONTRACT FOR SUPPLIES**

CONTRACTOR: FRUEHAUF TRAILER COMPANY

Contract for: Trailers for Searchlight  
 Equipment, Royalties on Trailer Patent.  
 Amount: \$4,286,506.00.

Place: Office, Chief of Engineers, 1st  
 & M Sts., NE., Washington, D. C.

This contract, entered into this Elev-  
 enth day of February 1941.

*Scope of this contract.* The contrac-  
 tor shall furnish and deliver Trailers for  
 Searchlight Equipment, Royalties on  
 Trailer Patent for the consideration  
 stated. Total, \$4,286,506.00 in strict ac-  
 cordance with the specifications, sched-  
 ules and drawings, all of which are made  
 a part hereof.

*Changes.* Where the supplies to be  
 furnished are to be specially manu-  
 factured in accordance with drawings  
 and specifications, the contracting of-  
 ficer may at any time, by a written order,  
 and without notice to the sureties, make  
 changes in the drawings or specifications,  
 except Federal Specifications. Changes  
 as to shipment and packing of all sup-  
 plies may also be made as above provided.

*Delays—Damages.* If the contractor  
 refuses or fails to make deliveries of  
 the materials or supplies within the time

<sup>1</sup> Approved by the Under Secretary of War,  
 February 12, 1941.



specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2117; Filed, March 22, 1941;  
9:29 a. m.]

[Contract No. W 669 qm-10279; O. I. No. 4155]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: LORRAINE MANUFACTURING CO.

Contract for: Textiles.

Amount: \$1,118,500.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this seventeenth day of December 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Flannel, Shirting, Olive Drab, \* \* \* yards Cloth Serge, Olive Drab for the consideration stated totaling one million, one hundred eighteen thousand, five hundred dollars (\$1,118,500.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Delays—Damages.** If the contractor refuses or fails to make delivery of acceptable material or supplies within the time or times specified in Article 1, or any extension or extensions thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar

day of delay in the delivery of any articles, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

**Liquidated damages.** Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each calendar day of delay in the delivery of any article, a sum equal to \* \* \* percentum of the price of such article for each day's delay after the time specified for delivery.

Bond: Furnished. Amount: \$223,-700.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01 the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-138.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2125; Filed, March 24, 1941;  
9:50 a. m.]

[Contract No. W-398-qm-9113; O. I. # 2123]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: NASH-KELVINATOR  
CORPORATION

Contract for: Trailers, \* \* \*.

Amount: \$3,225,000.00.

Place: Holabird Quartermaster Depot, Baltimore, Maryland.

This contract, entered into this 30th day of December 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Trailers, \* \* \*, total \$3,225,000.00, for the consideration stated and in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor

and his sureties shall be liable for the amount thereof.

Liquidated damages shall be assessed against the contractor in the amount of \* \* \* per unit for each calendar day of delay in making delivery.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Variations:** Quantities listed hereon are subject to increase (or decrease) of not to exceed \* \* \* %. This option is to remain in effect until \* \* \*.

**Terms of payment:** Discount will be allowed for prompt payment as follows: 30 calendar days 5%.

Bond: Performance. Amount: \$806,-250.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM-1801-P-37-3053-A-0525.003-01, the available balance of which is sufficient to cover cost of same.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2127; Filed, March 24, 1941;  
9:50 a. m.]

[Contract No. W-134-ORD-105]

#### SUMMARY OF CONTRACT<sup>1</sup> FOR SUPPLIES

CONTRACTOR: TENNESSEE COAL, IRON & RAILROAD COMPANY

Contract for: Shell-Forging \* \* \*.

Amount: \$5,823,600.00.

Place: Birmingham Ordnance District, 800 Comer Building, Birmingham, Alabama.

The Shell-Forging to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority ORD 6832 P11-0270 A 1005-01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 20th day of January 1941.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Shell, Forging, \* \* \* for the consideration stated \$5,823,600.00 (five million, eight hundred twenty-three thousand, six hundred dollars) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

<sup>1</sup> Approved by The Under Secretary of War, March 15, 1941.



**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Quantities.** The Government reserves the right to increase the quantity on this contract by as much as \* \* \* % and at the unit price specified in Article 1, such option to be exercised within \* \* \* days from date of this contract.

**Performance bond.** Contractors shall be required to furnish a performance bond in duplicate in the sum of ten percent of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

**Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* % of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of \* \* \* % and the contractor and his sureties shall be liable for the amount thereof.

**Termination when contractor not in default.** This contract is subject to termination by the Government at any time as its interests may require.

**Place of manufacture.** The contractor will perform the work under this contract in the factory or factories listed below:

The Tennessee Coal, Iron & Railroad Company Plant (Ensley Works), at Birmingham, Alabama.

**Price adjustments.** The contract prices stated in Article 1 apply without adjustment for any actual deliveries prior to \* \* \*, but as to deliveries scheduled for shipment after \* \* \*, the contract prices stated in Article 1 are subject to adjustments for changes in labor and materials costs.

It is expressly agreed that quotas for labor will not be altered on account of delays in completion.

**Use of Government owned machine tools and aids to manufacture.** In the manufacture of the articles of munitions listed under Article 1 hereof, the use of machine tools, punches, dies, gages, jigs, fixtures, patterns, and other aids to manufacture acquired by the Government is hereby approved and agreed upon, and the price of this contract is predicated upon such use.

**Government owned facilities.** The new facilities, listed with prices in Appendix A, made a part of this contract and incorporated herein, together with such other new facilities as may be added from time to time by Supplemental Agreement, the total price of which is included in the total price of the contract for which the contractor is reimbursed, are to be the property of the Government, and title to them shall vest in the Government. The Government hereby grants to the contractor the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for, and any additional work for which the Government may hereafter contract, and the contractor agrees at its own expense to keep such facilities in good operating condition and repair and make all necessary repairs and replacements thereof, usual wear and tear for use excepted.

This contract is authorized by the Act of July 2, 1940 (Public, No. 703—76th Congress.)

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2126; Filed, March 24, 1941;  
9:50 a. m.]

[Contract No. W-271-ORD-524]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: PULLMAN STANDARD CAR  
MANUFACTURING COMPANY

Contract for: Machining \* \* \*,  
Howitzer Shell, \* \* \*.  
Amount: \$1,575,280.00.

Place: Chicago Ordnance District Office,  
309 West Jackson Boulevard, Chicago,  
Illinois.

The machining of the \* \* \*  
Howitzer Shells, \* \* \*, to be obtained under this contract are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authority O. S. & S. A. ORD 6833 P11-0270 A 1005-01, the available balance of which is sufficient to cover the cost of this contract.

This contract, entered into this twentieth day of January, 1941.

**Scope of this contract.** The contractor shall furnish and deliver Machining \* \* \*, Howitzer Shell, \* \* \*, for the consideration stated of one million five hundred seventy-five thousand

<sup>1</sup> Approved by the Under Secretary of War March 15, 1941.

and two hundred eighty (\$1,575,280.00) dollars, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Liquidated damages.** If the Contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* % of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of \* \* \* per cent and the Contractor and his sureties shall be liable for the amount thereof.

**Increased quantities.** The Government reserves the right to increase the quantity on this contract by as much as \* \* \* per cent, and at the Unit price specified in Article 1, such option to be exercised within \* \* \* days from date of this contract.

**Termination when contractor not in default.** This contract is subject to termination by the Government at any time as its interests may require.

**Performance bond.** Contractors shall be required to furnish a performance bond in duplicate in the sum of ten percent of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

**Price adjustments.** The contract prices stated in Article 1 are subject to adjustments for changes in labor and materials costs.

It is expressly agreed that quotas for labor will not be altered on account of delays in completion.

**Government-owned facilities.** The new facilities, listed with prices in Appendix A, made a part of this contract and incorporated herein, the total price of which is included in the total price of the contract for which the Contractor is reimbursed, are to be the property of the



Government, and title to them shall vest in the Government. The Government hereby grants to the Contractor the right to use, without the payment of rental therefor, such facilities in connection with the work herein contracted for, and any additional work for which the Government may hereafter contract, and the Contractor agrees at its own expense to keep such facilities in good operating condition and repair and make all necessary repairs and replacements thereof.

*Materials to be supplied by the Government.* The Government will furnish a quantity of forgings.

This contract is authorized by the act of July 2, 1940 (Public, No. 703,—76th Congress.)

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2130; Filed, March 24, 1941;  
9:56 a. m.]

[Contract No. W 7038 qm-1; O. I. No. 1-41]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT<sup>1,2</sup>

CONTRACTOR: SULLIVAN, LONG & HAGERTY,  
AND ALGERNON BLAIR, BESSEMER, ALABAMA,  
AND FIRST NATIONAL BANK BUILDING,  
MONTGOMERY, ALABAMA, RESPECTIVELY

Fixed-Fee: \$302,170.00.

Contract for: Construction, including installation of equipment of a Bag Loading Plant including the necessary utilities and appurtenances thereto.

Place: Childersburg, Alabama.

Estimated cost of project \$9,074,220.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 8505 P1-3211 A 0141-01

ORD 8505 P1-3211 A (0141).116-01

This contract, entered into this 7th day of February 1941.

*Statement of work.* The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a Bag Loading Plant, including the necessary utilities and appurtenances thereto, including installation of equipment therefor, at Childersburg, Alabama.

It is estimated that the total cost of the construction work covered by this contract will be approximately nine million seventy four thousand two hundred

twenty dollars (\$9,074,220.00) exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of three hundred two thousand one hundred seventy dollars (\$302,170.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Payments—Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly, but may be made at more frequent intervals if the conditions so warrant.

*Rental for Contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

*Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate

this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law: Public, No. 703—76th Congress, Approved July 2, 1940.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2128; Filed, March 24, 1941;  
9:51 a. m.]

[Contract No. W 7038 qm-2; O. I. No. 2-41]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE CONTRACT<sup>1,2</sup> FOR ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: WIEDEMAN & SINGLETON, 1410 CANDLER BUILDING, ATLANTA, GEORGIA

Amount fixed free: \$60,426.00.

Estimated cost of construction project: \$9,376,390.00.

Type of construction project: Construction, including installation of equipment, of a Bag Loading Plant including the necessary utilities and appurtenances thereto.

Location: Childersburg, Alabama.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. ORD 8505 P1-3211 A (0141).116-01, ORD 8505 P1-3211 A 0141-01 the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 6th day of February 1941.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction, including installation of equipment, of a Bag Loading Plant to be located on a site to be furnished by the Government near Childersburg, Alabama, for the loading of propellant charges, including the igniter charges, for the manufacture of bags for such charges, and estimated to cost \$9,376,390.00.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

*Fixed-fee and reimbursement of expenditures.* In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

<sup>1</sup> Collateral Contract to Contract No. W-ORD-501, dated February 10, 1941, between the United States of America and The Brecon Loading Co.

<sup>2</sup> Approved by the Under Secretary of War March 4, 1941.

<sup>1</sup> Collateral Contract to Contract No. W-ORD-501, Dated February 10, 1941, between the United States of America and The Brecon Loading Company.

<sup>2</sup> Approved by the Under Secretary of War March 8, 1941.



A fixed fee in the amount of sixty thousand four hundred and twenty-six dollars (\$60,426) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures:

The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

**Method of payment.** Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

**Termination for cause or for convenience of the Government.** The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 703—76th Congress, Approved July 2, 1940.

Public No. 309—76th Congress, Approved August 7, 1939.

FRANK W. BULLOCK,  
Major, Signal Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 41-2129; Filed, March 24, 1941;  
9:51 a. m.]

## NAVY DEPARTMENT.

[Nod-1632]

SUMMARY OF CONTRACT FOR CONSTRUCTION  
CONTRACTOR: BETHLEHEM STEEL COMPANY,  
SHIPBUILDING DIVISION, QUINCY, MASSACHUSETTS

MARCH 20, 1941.

Under date of December 16, 1940, the Navy Department entered into a contract with the Bethlehem Steel Company for the construction of four (4) destroyers at the plant of that Company at Quincy, Massachusetts, at a total contract price of \$23,908,000, or a contract price per vessel of \$5,977,000.

The above contract provides for the suspension, termination, or cancellation of the contract, with an equitable basis

No. 58—4

of settlement, to safeguard the Government's interest should the public exigency require such action. In the event of termination due to fault of the contractor, the Government may complete the construction of the vessels for the account of the contractor.

The contract price is subject to adjustment (1) for the net increase for changes, separately, in wages and material costs, (2) for increases in cost due to either approved overtime or shift work or both, as the case may be, and (3) for increases in cost due to changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

C. A. JONES,  
Acting Chief.

[F. R. Doc. 41-2107; Filed, March 22, 1941;  
9:27 a. m.]

[Nod-1633]

SUMMARY OF CONTRACT FOR CONSTRUCTION  
CONTRACTOR: BETHLEHEM STEEL COMPANY,  
SHIPBUILDING DIVISION, SAN PEDRO, LOS ANGELES, CALIFORNIA

Under date of December 16, 1940, the Navy Department entered into a contract with the Bethlehem Steel Company for the construction of six (6) destroyers at the plant of that Company at San Pedro, Los Angeles, California, at a total contract price of \$35,862,000, or a contract price per vessel of \$5,977,000.

The above contract provides for the suspension, termination or cancellation of the contract, with an equitable basis of settlement, to safeguard the Government's interest should the public exigency require such action. In the event of termination due to fault of the contractor, the Government may complete the construction of the vessels for the account of the contractor.

The contract price is subject to adjustment (1) for the net increase for changes, separately, in wages and material costs, (2) for increases in cost due to either approved overtime or shift work or both, as the case may be, and (3) for increases in cost due to changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

C. A. JONES,  
Acting Chief.

[F. R. Doc. 41-2108; Filed, March 22, 1941;  
9:27 a. m.]

[Nod-1640]

SUMMARY OF CONTRACT FOR CONSTRUCTION  
CONTRACTOR: BETHLEHEM STEEL COMPANY,  
SHIPBUILDING DIVISION, STATEN ISLAND, NEW YORK

Under date of December 16, 1940, the Navy Department entered into a contract

with the Bethlehem Steel Company for the construction of three (3) destroyers at the plant of that Company at Staten Island, New York, at a total contract price of \$17,931,000, or a contract price per vessel of \$5,977,000.

The above contract provides for the suspension, termination, or cancellation of the contract, with an equitable basis of settlement, to safeguard the Government's interest should the public exigency require such action. In the event of termination due to fault of the contractor, the Government may complete the construction of the vessels for the account of the contractor.

The contract price is subject to adjustment (1) for the net increase for changes, separately, in wages and material costs, (2) for increases in cost due to either approved overtime or shift work or both, as the case may be, and (3) for increases in cost due to changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

C. A. JONES,  
Acting Chief.

[F. R. Doc. 41-2110; Filed, March 22, 1941;  
9:27 a. m.]

[Nod-1641]

SUMMARY OF CONTRACT FOR  
CONSTRUCTION

CONTRACTOR: BETHLEHEM STEEL COMPANY,  
SHIPBUILDING DIVISION, SAN FRANCISCO, CALIFORNIA

Under date of December 16, 1940, the Navy Department entered into a contract with the Bethlehem Steel Company for the construction of seven (7) destroyers at the plant of that Company at San Francisco, California, at a total contract price of \$41,839,000, or a contract price per vessel of \$5,977,000.

The above contract provides for the suspension, termination, or cancellation of the contract, with an equitable basis of settlement, to safeguard the Government's interest should the public exigency require such action. In the event of termination due to fault of the contractor, the Government may complete the construction of the vessels for the account of the contractor.

The contract price is subject to adjustment (1) for the net increase for changes, separately, in wages and material costs, (2) for increases in cost due to either approved overtime or shift work or both, as the case may be, and (3) for increases in cost due to changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

C. A. JONES,  
Acting Chief.

[F. R. Doc. 41-2109; Filed March 22, 1941;  
9:27 a. m.]



[NOY-4668]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONTRACT FOR CONSTRUCTION

CONTRACTORS: GEORGE H. FLINN CORPORATION, 551 5TH AVENUE, NEW YORK, NEW YORK AND GREAT LAKES DREDGE AND DOCK COMPANY, 122 S. MICHIGAN AVENUE, CHICAGO, ILLINOIS.

On February 24, 1941, the Navy Department entered into a contract (NOY-4668) with the George H. Flinn Corporation of New York, New York and the Great Lakes Dredge and Dock Company of Chicago, Illinois, for the construction of a graving dry dock at Naval Dry Dock, Bayonne, New Jersey, at an estimated cost of \$8,600,000, including a fixed fee of \$320,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

B. MOREELL,  
Chief of Bureau.

[F. R. Doc. 41-2106; Filed, March 22, 1941;  
9:26 a. m.]

[NOY-4676]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONTRACT FOR CONSTRUCTION

CONTRACTORS: WIGTON-ABBOTT CORPORATION, 1225 SOUTH AVENUE, PLAINFIELD, NEW JERSEY, AND MAHONY-TROAST CONSTRUCTION COMPANY, 657 MAIN AVENUE, PASSAIC, NEW JERSEY

On March 12, 1941, the Navy Department entered into a contract (NOY-4676) with Wigton-Abbott Corporation of Plainfield, New Jersey, and Mahony-Troast Construction Company of Passaic, New Jersey, for the construction of a Naval Supply Depot at Bayonne, New Jersey, at an estimated cost of \$3,000,000 including a fixed fee of \$115,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause

a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMES,  
Acting Chief, Bureau  
of Yards and Docks.

[F. R. Doc. 41-2105; Filed, March 22, 1941;  
9:25 a. m.]

## DEPARTMENT OF THE INTERIOR.

## Bituminous Coal Division.

[Docket No. A-454]

PETITION OF DISTRICT BOARD 3 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR THE COALS OF DISTRICT 3 FOR ALL RAIL SHIPMENTS TO CERTAIN DESTINATIONS IN MARKET AREAS 11, 12 AND 13

## ORDER REVISING TEMPORARY RELIEF

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above named party seeking temporary and final orders reducing the effective minimum prices for coals in District 3 for all rail shipment into Akron, Canton, Ceico, Cleveland, Lorain, South Lorain, Massillon and Warren, Ohio, destinations in Market Areas 11, 12 and 13, to the extent of eight cents per ton; and

Petitions of intervention having been duly filed by District Boards 1, 2, 4, 6 and 7 requesting to be made parties and for appropriate relief; and

Temporary relief having been granted by an Order of the Director in the above entitled matter, dated December 26, 1940, as follows:

All effective minimum prices set forth in the Schedules of Effective Minimum Prices for Districts 2, 3, 4 and 6, inclusive, for shipment ex-river, via Colona and Conway, Pennsylvania, shall forthwith be increased 7½ cents per net ton; and

District Board 2 and the Consumers' Counsel Division having moved that the temporary relief heretofore granted be modified by excepting therefrom shipments ex-river to Youngstown, Ohio, and Walford, Pennsylvania, and points intermediate between Colona and Conway, Pennsylvania, and Youngstown, Ohio, and Walford, Pennsylvania, in order that coordination between all coals moving to destinations in Market Areas 11, 12 and

13 may be maintained on the basis established in General Docket No. 15; and

It appearing that a reasonable showing of the necessity for granting such exception, pending final disposition of the above-entitled matter, has been made;

It is ordered, That, pending final disposition of the petition in the above-entitled matter, the temporary relief heretofore granted be modified to provide as follows:

All effective minimum prices set forth in the Schedules of Effective Minimum Prices for Districts 2, 3, 4 and 6, inclusive, for shipment ex-river, via Colona and Conway, Pennsylvania, shall forthwith be increased 7½ cents per net ton, except when such shipment is made to Youngstown, Ohio, or Walford, Pennsylvania, or points intermediate between Colona and Conway, Pennsylvania, and Youngstown, Ohio, and Walford, Pennsylvania, via route of movement in accordance with intermediate rule contained in applicable tariffs of the Pennsylvania Railroad and the Pittsburgh and Lake Erie Railroad.

Dated: March 21, 1941.

[SEAL] H. A. GRAY,  
Director.

[F. R. Doc. 41-2141; Filed, March 24, 1941;  
10:00 a. m.]

[Docket No. A-456]

PETITION OF PEERLESS COAL & COKE COMPANY, A PRODUCER IN DISTRICT 7, FOR AN ORDER PERMITTING IT TO SUBSTITUTE FOR A PERIOD OF APPROXIMATELY NINETY DAYS, WHILE INSTALLING SCREENING FACILITIES AND A CRUSHER, ¾" x 0 SCREENINGS FOR SHIPMENT TO ACCOUNTS TAKING ¾" x 0 SCREENINGS, OR, IN THE ALTERNATIVE, FOR AN ORDER ESTABLISHING SINGLE SCREENINGS PRICES, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER OF THE DIRECTOR DISMISSING THE ABOVE PROCEEDING AND CANCELLING THE HEARING SCHEDULED HEREIN

The original petitioner in the above matter having filed a motion to dismiss this proceeding without prejudice, and no objection to such motion having been made,

It is ordered, That the above proceeding be, and it is hereby, dismissed without prejudice.

It is further ordered, That the hearing scheduled for March 24, 1941, be, and it is hereby, cancelled.

Dated: March 21, 1941.

[SEAL] H. A. GRAY,  
Director.

[F. R. Doc. 41-2140; Filed, March 24, 1941;  
10:00 a. m.]



[Docket Nos. A-493 and A-523]

PETITIONS OF DISTRICT BOARDS NOS. 15 AND 14 FOR PERMISSION TO CODE MEMBERS IN CERTAIN PRODUCTION GROUPS IN DISTRICTS NOS. 15 AND 14 TO CONTRACT FOR SHIPMENT OF THEIR 1 1/4" x 0 SCREENINGS TO THE HORSESHOE LAKE PLANT OF THE OKLAHOMA GAS AND ELECTRIC COMPANY AT HARRAH, OKLAHOMA, THROUGHOUT THE PERIOD TO MARCH 31, 1945, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

## ORDER POSTPONING HEARING

A hearing in the above-entitled consolidated matters has been scheduled for March 25, 1941, at Washington, D. C.

It appears, however, that the best interests of the persons interested in said matters and this Division will be served by a postponement of said hearing until April 15, 1941; wherefore

It is ordered, That the hearing in the above-entitled consolidated matters be postponed from 10 o'clock in the forenoon of March 25, 1941, until 10 o'clock in the forenoon of April 15, 1941, at the place heretofore designated and before the officers previously designated to preside at said hearing.

The time for filing petitions of intervention in the above-entitled matters is hereby extended until April 10, 1941.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2137; Filed March 24, 1941;  
9:58 a. m.]

[Docket No. A-597]

PETITION OF THE CONSUMERS' COUNSEL DIVISION FOR REDUCTION IN THE LEVEL OF EFFECTIVE MINIMUM PRICES OF COALS IN SIZE GROUPS 6-9, PRODUCED IN DISTRICT 4, FOR SHIPMENT INTO MARKET AREAS 4, 5, AND 7-21.

[Docket No. A-692]

PETITION OF DISTRICT BOARD NO. 4 FOR A REDUCTION IN THE LEVEL OF EFFECTIVE MINIMUM PRICES OF COALS IN SIZE GROUPS 7 AND 8, PRODUCED IN DISTRICT 4, FOR SHIPMENT INTO MARKET AREAS 4, 5, 10-13, 15, AND 20-22

[Docket Nos. A-693 and A-694]

PETITIONS OF DISTRICT BOARD 4 FOR REVISION OF SEASONAL DISCOUNTS APPLICABLE TO COALS OF DISTRICT NO. 4 AND FOR THE ELIMINATION OF A SEPARATE CLASSIFICATION AND PRICE FOR CRUSHED COAL EXCEPT FOR SHIPMENTS INTO MARKET AREAS 14, 16-19, AND CERTAIN OTHER SPECIFIED DESTINATIONS

## ORDER OF CONSOLIDATION AND NOTICE OF AND ORDER FOR HEARING

Original petitions having been duly filed by the above-named parties, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, and it appearing that the above petitions raise issues

which can be conveniently disposed of in a single proceeding;

It is ordered, That the above proceedings be consolidated and that a hearing under the applicable provisions of the Act and the rules of the Division be held on April 2, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matters. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 27, 1941.

All persons are hereby notified that the hearing in the above-entitled matters and any orders entered therein, may concern, in addition to the matters specifically alleged in the petitions, other matters necessarily incidental and related thereto, which may be raised by amendment to the petitions, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of the petitions.

The matter concerned herewith in Docket A-597 is in regard to a reduction of 25 cents per ton in the prices of all District 4 coals in Size Groups 6-9 for all shipments into Market Areas 4, 5 and 7-21.

The matter concerned herewith in Docket A-692 is in regard to the level of effective minimum prices for coals in Size Groups 7 and 8, produced in District 4 as follows: (1) A reduction of 20

cents per ton in the effective minimum prices of District 4 base coals, Size Groups 7 and 8, classified "0", for shipment into Market Areas 4, 5, and 10, a reduction of 15 cents per ton for shipment into Market Areas 11-13, 15 and 20-22. (2) Reductions in the effective minimum prices of all other District 4 coals so as to maintain the intra-district coordination presently existing among them. (3) Reduction of 10 cents per ton in the effective minimum prices for District 3 coals in Size Groups 7-9 for shipment into Market Areas 15 and 20-22.

The matters concerned herewith in Docket No. A-693 are (1) the elimination of seasonal discounts for the month of April on high volatile coals of Districts 4, 7, and 8 for shipment north of the Ohio River; (2) equalization (in cents per ton) of seasonal discounts allowed for high volatile coals of Districts 4, 7, and 8; (3) increase in the seasonal discounts permitted; (4) permission to grant seasonal discounts on all domestic shipments from District 4 except river, vessel fuel, or railroad fuel and except shipments to Market Areas 98 and 99; and (5) promulgation of seasonal discounts applicable for Size Groups 1-4 of truck mines in District 4, such discounts to be the same in cents per ton as those allowed rail mines.

The matter concerned herewith in Docket No. A-694 is the elimination from the Schedule of Effective Minimum Prices for District 4 of Size Group 12 (a size group for crushed coal) and of special prices for crushed coal, except as to crushed coals moving into Market Areas 14, 16-18, and certain specified destinations.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2134; Filed, March 24, 1941;  
9:57 a. m.]

[Docket No. A-617]

IN THE MATTER OF THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR COALS PRODUCED IN DISTRICT NO. 7 FOR WHICH PRICE CLASSIFICATIONS AND MINIMUM PRICES HAVE NOT HERETOFORE BEEN ESTABLISHED

[Docket No. A-628]

PETITION OF DISTRICT BOARD NO. 7 FOR ESTABLISHMENT OF THE MINIMUM PRICES FOR LOW VOLATILE SIZE GROUP 8 SCREENINGS PRODUCED AT THE ROBIOUS MINE OF THE NATIONAL INDUSTRIAL ENGINEERS, INC., IN DISTRICT NO. 7, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937 AND ORDERS NOS. 303 AND 305 OF THE DIRECTOR

## NOTICE OF AND ORDER FOR HEARING AND ORDER OF CONSOLIDATION OF DOCKETS FOR PURPOSE OF HEARING

Petitions, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;



It appearing that the taking of evidence in the above-entitled matters may be expedited by means of a consolidated hearing;

*It is ordered*, That the above-entitled matters be consolidated for purpose of hearing and for any other purpose as may be deemed desirable by the Director;

*It is further ordered*, That a hearing in the above-entitled matters under the applicable provisions of said Act and the rules of the Division be held on April 18, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered*, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before April 11, 1941.

All persons are hereby notified that the hearing in the above-entitled matters and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matters concerned herewith in Docket No. A-617 are in regard to the petition of District Board 7 requesting the establishment of price classifications and minimum prices, for truck shipments, for coals produced at the Robious Mine, operated by the National Industrial En-

gineers, Inc.; the Red Wing Mine, operated by the Red Wing Coal Company; and the Vance Mine, operated by Richard Vance. Said mines are located in Chesterfield, Raleigh and McDowell Counties, respectively, in District No. 7.

The matter concerned herewith in Docket No. A-628 is in regard to the petition of District Board No. 7 for the establishment of price classifications and minimum prices for low volatile Size Group 8 screenings produced at the Robious Mine of the National Industrial Engineers, Inc., a code member in District No. 7, for all shipments except truck.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2135; Filed, March 24, 1941;  
9:58 a. m.]

[Docket No. A-637]

PETITION OF HUME-SINCLAIR COAL MINING COMPANY, MINE INDEX NO. 127, A CODE MEMBER IN DISTRICT NO. 15, TO MIX ITS COALS IN SIZE GROUPS 13 AND 14 AND FOR THE ESTABLISHMENT OF A MINIMUM PRICE FOR SUCH MIXTURE FOR ALL SHIPMENTS EXCEPT TRUCK TO THE PLANTS OF KANSAS CITY POWER & LIGHT COMPANY, KANSAS CITY, MISSOURI, IN MARKET AREA NO. 75

#### NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

*It is ordered*, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on April 4, 1941, at 2 o'clock in the afternoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered*, That Thurlow G. Lewis or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may

file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 31, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of Hume-Sinclair Coal Mining Company, Mine Index No. 127, a code member in District No. 15, to mix its coals in Size Groups 13 and 14 and for the establishment in respect to said mixture of a minimum price, for all shipments except truck to the plants of Kansas City Power & Light Company, Kansas City, Missouri, in Market Area No. 75.

Dated March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2133; Filed, March 24, 1941;  
9:57 a. m.]

[Docket No. A-652]

PETITION OF THE JACKSON IRON AND STEEL COMPANY, THE GLOBE IRON COMPANY AND THE MCKITTERICK COAL COMPANY FOR A REDUCTION IN THE MINIMUM PRICES IN SIZE GROUPS 7 AND 8 FOR SHIPMENT VIA RAIL INTO MARKET AREAS 15, 17, 18 AND 19

#### NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named parties;

*It is ordered*, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on April 17, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered*, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence,



require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before April 11, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of the Jackson Iron and Steel Company, Mine Index No. 72, Globe Iron Company, Mine Index No. 58, and the McKitterick Coal Company, Mine Index No. 142, code members in District No. 4, for a 25 cent reduction in the price classifications and minimum prices in Size Groups 7 and 8, for shipment via rail to Market Areas 15, 17, 18 and 19.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2132; Filed, March 24, 1941;  
9:56 a. m.]

[Docket No. A-668]

PETITION OF C. C. FAY, DOING BUSINESS AS FAY COLLIERIES CO., ET AL., FOR REDUCTION IN THE EFFECTIVE MINIMUM PRICES FOR THE COALS OF MINE INDEX NOS. 7, 13, 16, 37, 119, AND 178 IN DISTRICT NO. 4 FOR USE AS VESSEL FUEL, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

#### ORDER POSTPONING HEARING

The original petitioners having moved that the hearing in the above-entitled matter, heretofore scheduled for March 25, 1941, should be postponed indefinitely, or, in the alternative, for a period of forty-five (45) days, and having shown

good cause why such hearing should be postponed;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be postponed from 10 o'clock in the forenoon of March 25, 1941, until 10 o'clock in the forenoon of April 23, 1941, at the place heretofore designated and before the officers previously designated to preside at said hearing.

The time for filing petitions of intervention in the above-entitled matter is hereby extended until April 18, 1941.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2138; Filed, March 24, 1941;  
10:00 a. m.]

[Docket No. A-708]

PETITION OF DISTRICT BOARD NO. 7 FOR REVISION OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR CERTAIN COALS OF MINE INDEX NO. 5 OF GAULEY MOUNTAIN COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 7, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

#### ORDER POSTPONING HEARING

The petitioner in the above-entitled matter having filed with this Division a motion to postpone the hearing in the above-entitled matter from March 21, 1941 until April 3, 1941; and good cause therefor having been shown and it appearing that there is no opposition thereto;

Now, therefore, it is ordered, That the hearing in the matter be, and it hereby is, postponed from March 21, 1941 to 10 a. m. on April 3, 1941.

It is further ordered, That the time within which petitions of intervention in the matter may be filed be, and it hereby is, extended to and including March 29, 1941.

In all other respects the original Notice of and Order for Hearing dated March 10, 1941 shall remain in full force and effect.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2139; Filed, March 24, 1941;  
10:00 a. m.]

[Docket No. A-735]

PETITION OF DISTRICT BOARD 11, REQUESTING REVISION OF THE EFFECTIVE MINIMUM PRICES ESTABLISHED FOR DISTRICT 11 COALS PRODUCED FOR RAIL SHIPMENT TO FORT CUSTER, BATTLE CREEK, MICHIGAN, MARKET AREA NO. 21

#### NOTICE OF AND ORDER FOR HEARING ON TEMPORARY AND PERMANENT RELIEF

An original petition in the above-entitled matter having been duly filed with this Division by the above-named party, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937;

It is ordered, That a hearing on the prayer for temporary and permanent relief in the above-entitled matter be held, under the applicable provisions of the Act, and the rules and regulations of the Division, on April 4, 1941, at 10 o'clock a. m. (eastern standard time) in a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room in which such hearing will be held.

It is further ordered, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law: *Provided, however,* That the prayer for temporary relief shall be reserved within the jurisdiction of the Director for any such action as may be deemed by him to be appropriate at any time during the course of the proceeding in the above-entitled matter.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in this proceeding and eligible to become parties herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 29, 1941.

The matter concerned herewith is in regard to the petition of District Board 11, requesting that an order be issued modifying the Schedule of Effective Minimum Prices for District No. 11, for All Shipments Except Truck, by providing for certain deductions of freight rate differences on shipments to Fort Custer, Battle Creek, Michigan, Market Area No. 21, so that coals in the same price classification, produced in the various sub-producing districts of District No. 11, may deliver to said consumer at the same price, and that coals in different price classifications may deliver at the same price relationship as is currently effective in Market Area No. 29.



All persons are hereby notified that the hearing in the above-entitled matter and any orders therein may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment of the original petition, petitions of interveners, or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of said original petition.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2136; Filed, March 24, 1941;  
9:58 a. m.]

[Docket No. A-361]

PETITION OF JOHN W. PATCH, A CODE MEMBER IN DISTRICT NO. 15, FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR CERTAIN COALS OF HIS PATCH MINE (MINE INDEX NO. 881) IN SAID DISTRICT

MEMORANDUM OPINION AND ORDER CONCERNING MOTION OF CONSUMERS' COUNSEL DIVISION TO DISMISS PETITION

An original petition was duly filed with the Bituminous Coal Division by John W. Patch, code member in District 15 on December 9, 1940, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. The petition was accompanied by an affidavit that a copy thereof had been served on the Consumers' Counsel Division, Office of the Solicitor, Department of the Interior.

On December 10, 1940 a petition of intervention was duly filed with the Division by District Board 15, and a copy thereof served on the Consumers' Counsel Division.

Thereafter, the Director issued an Order of Consolidation and Notice Of and Order for Hearing on Temporary and Permanent Relief, dated January 9, 1941, and a copy of the Order was served on the Consumers' Counsel Division. Pursuant thereto, a hearing in this matter was duly held in a hearing room of the Division, Federal Building, Kansas City, Missouri, on February 4, 1941. At the close of the hearing, preparation and filing of a report by the Examiner were waived, and the matter submitted to the Director.

After the close of the hearing, on February 28, 1941, the Consumers' Counsel Division filed a motion to dismiss the original petition on the ground that no copy thereof had in fact been served on the Consumers' Counsel Division. The motion was accompanied by an affidavit of the Docket Clerk of the Consumers' Counsel Division that she had not received a copy of the original petition in this matter and that, to the best of her knowledge, information, and belief, no other agent or officer of the Consumers' Counsel Division had received a copy of the petition.

It appears, however, that the Consumers' Counsel Division had actual no-

tice of this proceeding in sufficient time to have called attention to the alleged defect in service of the original petition, prior to the date of the hearing. The Consumers' Counsel Division has made no showing that any consumer interest has been or will be prejudiced by such alleged defect in service. The Notice of and Order for Hearing, dated January 9, 1941, which the Consumers' Counsel Division does not deny it has received, afforded it sufficient notice of the nature of the proceeding. It is the Director's opinion that to dismiss the petition on motion made several weeks after the hearing was held and closed would unnecessarily delay disposition of this matter and thus prejudice the original petitioner and other parties herein.

The motion of the Consumers' Counsel Division to dismiss the petition herein should, therefore, be denied. However, to prevent any prejudice to it because of reliance on the pending motion, the Consumers' Counsel Division should be granted leave, in accordance with § 301.111 of the Rules of Practice and Procedure in section 4 II (d) proceedings, to file requested findings and Order and any briefs and requests for oral argument which it may desire, on or before fifteen days from the date of this opinion and Order.

Accordingly, it is so ordered.

Dated: March 22, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2144; Filed, March 24, 1941;  
11:02 a. m.]

[Docket No. A-587]

PETITION OF HANNA COAL COMPANY OF OHIO, A CODE MEMBER PRODUCER IN DISTRICT NO. 4, FOR A MODIFICATION OF PRICE INSTRUCTION PERTAINING TO RAILROAD FUEL CONTAINED IN THE SCHEDULE OF EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 4

MEMORANDUM OPINION AND ORDER CONCERNING "TEMPORARY RELIEF"

This is a proceeding instituted upon an original petition filed on January 13, 1941, by Hanna Coal Company, a code member in District 4, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. Petitioner requests temporary and final orders modifying the minimum price for coal sold for railroad fuel use to permit petitioner to sell 4" x 1½" egg coal containing not less than 40% screenings not exceeding 1½" at the minimum price applicable to mine run coal shipped for such use. District Board 4 and 6 filed petitions of general intervention.

Pursuant to request of the original petitioner and after due notice to interested persons, an informal conference concerning temporary relief was held on February 6, 1941, in a hearing room of the Bituminous Coal Division in Washington, D. C. The original petitioner and District Boards 2, 3, 4, and 6 entered appearances at the conference.

The schedule of Effective Minimum Prices for District 4 for Railroad Fuel Use (Exclusive of Lake Cargo Railroad Fuel) contains the following proviso:

4" x 1½" Egg coal which as shipped shall contain not less than 35% of screenings not exceeding 1½" may be applied at the Mine Run price applicable to all mines.

At the conference petitioner made the following representations:

Petitioner has built up a market for 4" x 1½" coals and 1½" x 28 mesh coals produced at its Willow Grove No. 10 mine. The resulting 28 mesh x 0 coals are gobbled. Petitioner washes all of its coals and through experience has found that washing 1½" x 28 mesh coals reduces their salability and also makes its 4" x 1½" egg coals less desirable for domestic use.

For several years petitioner has sold various class I railroads coal for railroad fuel use. The railroads generally order mine run coal and permit the substitution of other acceptable sizes. Under the exception set forth above 4" x 1½" egg coals containing not less than 35% screenings not exceeding 1½" may be sold at the price for mine run; 4" x 1½" egg coal containing not less than 40% screenings not exceeding 1½" may not be so sold. Production of 4" x 1½" egg to comply with the proviso set forth above would seriously disrupt the market petitioner has built up for ½" x 28 mesh coals. Production of both 1½" x 28 mesh and 1½" x 28 mesh would involve considerable time and expense in constantly changing screens and would increase petitioner's difficulty in balancing production. Since October 1, 1940, petitioner has been put to considerable trouble and expense by the necessity of supplying the Division with numerous notices of substitution of modified 4" x 1½" coal on railroad fuel orders for mine run.

Petitioner presented facts showing that at the Willow Grove Mine No. 10 the size consist of the two modifications are substantially the same. The relief requested will not give petitioner any advantage over its competitors nor tend to increase its railroad fuel business. It was further represented that there are few, if any, other mines in District 4 which prepare coals in the same manner as petitioner. Petitioner stated, however, that it had no objection to an extension of any relief granted to all producers similarly situated. District Boards 2, 3, and 4 had no objection to a grant of relief to petitioner for shipments of coal from its Willow Grove Mine No. 10, but they reserved their right to object to an extension of the relief to other mines until all the facts and circumstances relative to each could be determined.

From the above circumstances, it appears to the Director that a reasonable showing of necessity has been made for the extension of temporary relief; that there will be no prejudice to petitioner's competitors thereby; and that an adequate showing has been made of actual or impending injury in the event such relief is not granted.



It is therefore ordered, That 4' x 1½" egg coal containing not less than 40% of screenings not exceeding 1½", produced at the Willow Grove Mine No. 10 of the Hanna Coal Company, may be applied on shipments of coal for railroad fuel use at the mine run price applicable to the coals of this mine.

Applications to stay, terminate, or modify the temporary relief herein granted may be filed pursuant to the Rules and Regulations governing Practice and Procedure in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: March 22, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2145; Filed, March 24, 1941;  
11:02 a. m.]

[Docket No. A-617]

IN THE MATTER OF THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR COALS PRODUCED IN DISTRICT NO. 7 FOR WHICH PRICE CLASSIFICATIONS AND MINIMUM PRICES HAVE NOT HERETOFORE BEEN ESTABLISHED

[Docket No. A-628]

PETITION OF DISTRICT BOARD NO. 7 FOR ESTABLISHMENT OF THE MINIMUM PRICES FOR LOW VOLATILE SIZE GROUP 8 SCREENINGS PRODUCED AT THE ROBIOUS MINE OF THE NATIONAL INDUSTRIAL ENGINEERS, INC., IN DISTRICT NO. 7 PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937 AND ORDERS NOS. 303 AND 305 OF THE DIRECTOR

MEMORANDUM OPINION AND ORDER  
GRANTING TEMPORARY RELIEF

The above-named petitioner filed original petitions under section 4 II (d) of the Bituminous Coal Act of 1937, requesting the establishment of price classifications and minimum prices for coals of certain mines located in Chesterfield County, Virginia, and Raleigh and McDowell Counties, West Virginia, in District No. 7, not heretofore classified and priced. The petitions contain requests for temporary relief, and on February 12, 1941, a consolidated informal conference was held on due notice to interested persons. At the informal conference all interested persons were given an opportunity to express their views concerning the temporary relief requested. Petitioner, National Industrial Engineers, Inc., a code member operating the Robious Mine involved in said petition, and the Consumers' Counsel Division were represented at the informal conference.

Except in connection with the Robious Mine of the National Engineers (Mine Index No. 703 of District 7), there was no opposition to the relief prayed for in the original petitions herein.

In connection with the Robious Mine, the original petitioner, District Board 7, made the following representations at the conference: The Robious Mine is situated comparatively close to Richmond, Virginia, in Market Area No. 100. The

minimum prices proposed for this mine reflect the prevailing competitive relationships between the coals produced by this mine and other District 7 mines, and conform in all respects with the standards of the Act and the Director's Order No. 303. The domestic coals of this mine and other District No. 7 mines have customarily been sold on a delivered price parity with each other in Market Area No. 100, and, accordingly, the minimum prices as proposed substantially preserved the price relationships among these coals which existed under open competition. In so far as the slack coals sold from the Robious Mine are concerned, the price proposed in Docket No. A-628 for this mine for rail shipment to the plant of the Virginia Electric & Power Company located at Richmond, Virginia, is based on the fact that the coal consumed at this plant is purchased on the basis of cost per million B. t. u.'s and this minimum price, while resulting in a lower delivered price than other competing coals in District No. 7, nevertheless preserves the fair existing competitive opportunities enjoyed by the other District No. 7 mines.

A representative of National Industrial Engineers, Inc., stated that it was presently satisfied with the minimum prices proposed by the District Board in Docket No. A-617, but contended that the price of \$1.91 per ton f. o. b. the railroad cars for Size Group 8 slack, for shipment to the Richmond plant of the Virginia Electric & Power Company, as prayed for in Docket No. A-628, was too high. He stated that he had been advised by the purchasing agent for the Virginia Electric & Power Company that it would not continue to purchase coal at the proposed minimum price of \$1.91, but would continue to purchase approximately 1,000 tons of coal per month at the existing contract price, approximating \$1.86 per ton f. o. b. the railroad cars.

The Consumers' Counsel Division contended that the prices prayed for in Docket No. A-617 for the Robious Mine in the prepared sizes are too high, maintaining that the advantage in transportation charges enjoyed by the Robious Mine, as against other mines in District No. 7, for shipment to Richmond, Virginia, which amounts to approximately \$2.00 per ton, should be passed on to the consumer. It took the position that a temporary minimum price of about \$3.00, "within 10 or 15 cents either way," as established for certain other District 7 coals in that size, should be established for coals in Size Group 1. Consumers' Counsel pointed out that, under a temporary minimum price of \$3.00 per ton, the mine could continue to sell coal at the prevailing market prices of approximately \$5.50 per ton delivered in Richmond. Consumers' Counsel Division also contended that the price of \$1.91 per ton for rail shipment of slack to the Virginia Electric & Power Company at Richmond, Virginia, was too high and might result in irreparable injury to the National Industrial Engineers, Inc.

District Board No. 7 indicated that certain typographical errors had been made in the proposal of the minimum prices for the Red Wing and Vance Mines, and stated that the proposal of the District Board was actually 330 cents in Size Group 1 for the Red Wing Mine and 190 cents and 185 cents for Size Groups 5 and 6, respectively, for the Vance Mine.

The Director is of the opinion that, as a temporary measure, minimum prices as proposed by District Board No. 7 for the Robious Mine are too high; that the establishment of a minimum price of prepared sizes which requires the mine involved to sell coal into a natural market on a delivered price parity with mines having a freight rate into such market of approximately \$2.00 more may be unreasonable; that the status quo, pending the final disposition of the petition herein, will be more nearly preserved by the establishment of minimum prices of \$1.86 per ton f. o. b. railroad cars for slack coals shipped from the Robious Mine to the Virginia Electric & Power Company, and of \$3.15 per ton for prepared coals; that a reasonable showing of necessity has been made for the temporary establishment of such prices; and that an adequate showing has been made of actual or impending injury in the event that such relief is not granted, and that the granting of such relief will not unduly prejudice other interested persons, pending final disposition of this proceeding.

Now, therefore, it is ordered, That, a reasonable necessity therefor having been shown, temporary relief in the above-entitled matters is granted as follows: Commencing forthwith, the Schedule of Effective Minimum Prices for District No. 7, for All Shipments Except Truck, is supplemented to provide a minimum price of \$1.86 per ton, f. o. b. railroad cars at Midlothian, Virginia, for coals in Size Group 8 produced at the Robious Mine, Mine Index No. 703, of the National Industrial Engineers, Inc., for shipment via rail to the plant of the Virginia Electric & Power Company located at Richmond, Virginia, in Market Area No. 100. And commencing forthwith, the Schedule of Effective Minimum Prices for District No. 7, for Truck Shipments, is supplemented to include the minimum prices provided in the schedule marked "Temporary Supplement," annexed hereto and made part hereof, for the coals designated therein.

Notice is hereby given that applications to stay, terminate or modify the temporary relief granted in this Order may be filed pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: March 22, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2146; Filed, March 24, 1941;  
11:03 a. m.]



[Docket No. A-636]

PETITION OF BERKEY BROS. COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 1, FOR A REDUCTION IN THE EFFECTIVE MINIMUM PRICE FOR ITS MINE RUN COAL PRODUCED AT ITS BERKEY MINES (MINE INDEX NO. 40) FOR SHIPMENT TO TIDEWATER BUNKER FUEL, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

## ORDER POSTPONING HEARING

The original petitioner having moved that the hearing in the above-entitled matter, heretofore scheduled for March 25, 1941, should be postponed until April 15, 1941, and having shown good cause why said motion should be granted;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be postponed from 10 o'clock in the forenoon of March 25, 1941, until 10 o'clock in the forenoon of April 21, 1941, at the place heretofore designated and before the officers previously designated to preside at said hearing.

The time for filing petitions of intervention in the above-entitled matter is hereby extended until April 15, 1941.

Dated: March 21, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-2143; Filed, March 24, 1941;  
11:02 a. m.]

## DEPARTMENT OF COMMERCE.

## Civil Aeronautics Authority.

[Docket Nos. 9-401-B-2, 465]

IN THE MATTER OF THE APPLICATIONS OF EASTERN AIR LINES, INC., TRANSCONTINENTAL & WESTERN AIR, INC., FOR CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY UNDER SECTION 401 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING<sup>1</sup>

The above-entitled proceeding, being the applications of Eastern Air Lines, Inc., and Transcontinental & Western Air, Inc., for certificates of public convenience and necessity authorizing air transportation between St. Louis, Mo., and Washington, D. C., via certain intermediate points, is hereby assigned for public hearing on April 21, 1941, 10 o'clock a. m. (Eastern Standard Time) at the Carlton Hotel, 923 16th Street, NW., Washington, D. C., before Examiner J. Francis Reilly.

Dated Washington, D. C., March 21, 1941.

J. FRANCIS REILLY,  
Examiner.

[F. R. Doc. 41-2104; Filed, March 22, 1941;  
9:25 a. m.]

<sup>1</sup> Issued by the Civil Aeronautics Board.

[Docket No. 530]

IN THE MATTER OF THE APPLICATION OF PAN AMERICAN AIRWAYS COMPANY (DELAWARE)

## NOTICE OF ORAL ARGUMENT

Oral argument in the above-entitled proceeding, being the application of Pan American Airways Company (of Delaware) for an exemption from the provisions of section 401 (a) of the Civil Aeronautics Act of 1938, as amended, insofar as said provisions would otherwise prevent said applicant from engaging in air transportation with respect to passengers, property, and mail from Lisbon, Portugal, to New York, N. Y., on west-bound flights, is hereby assigned for Tuesday, March 25, 1941, at 12:15 p. m. (Eastern Standard Time) in room 5044 Commerce Bldg., Washington D. C., before the Board.

Dated Washington, D. C., March 21, 1941.

By the Civil Aeronautics Board.

[SEAL]

THOMAS G. EARLY,  
Secretary.

[F. R. Doc. 41-2124; Filed, March 24, 1941;  
9:50 a. m.]

[Nos. 487, 538]

IN THE MATTER OF THE APPLICATION OF WILMINGTON - CATALINA AIRLINE, LTD., CATALINA AIR TRANSPORT, FOR AMENDMENTS OF CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY UNDER SECTION 401 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

NOTICE OF HEARING<sup>1</sup>

The above-entitled proceeding, being the application of Wilmington-Catalina Airline, Ltd., for a certificate of public convenience and necessity so as to authorize it to engage in air transportation of persons, property, except mail, between the terminal points Avalon, Santa Catalina Island, Calif., and Los Angeles, Calif., via the intermediate point Wilmington-Long Beach, Calif., and the application of Catalina Air Transport for amendment of the certificate of Wilmington-Catalina Airline, Ltd., to reflect change of name to Catalina Air Transport, is hereby assigned for public hearing on April 2, 1941, 10:00 a. m. (Eastern Standard Time), in Room 1851 Commerce Building, Washington, D. C., before Examiner J. Francis Reilly.

Dated Washington, D. C., March 22, 1941.

[SEAL]

J. FRANCIS REILLY,  
Examiner.

[F. R. Doc. 41-2157; Filed, March 24, 1941;  
11:50 a. m.]

[Docket No. 518]

IN THE MATTER OF THE PETITION OF ALL AMERICAN AVIATION, INC., FOR AN ORDER FIXING AND DETERMINING A FAIR AND REASONABLE RATE OF COMPENSATION FOR THE TRANSPORTATION OF MAIL BY AIRCRAFT OVER ROUTE NO. 49, UNDER SECTION 406 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED

## NOTICE OF HEARING

The above-entitled proceeding is hereby assigned for public hearing on Thursday, March 27, 1941, 10 o'clock a. m. (Eastern Standard Time) at the Raleigh Hotel, 12th Street and Pennsylvania Ave. NW., Washington, D. C., before an Examiner of the Board.

Dated Washington, D. C., March 22, 1941.

By the Civil Aeronautics Board.

[SEAL]

THOMAS G. EARLY,  
Secretary.

[F. R. Doc. 41-2158; Filed, March 24, 1941;  
11:50 a. m.]

## DEPARTMENT OF LABOR

## Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F. R. 2862) to the employers listed below effective March 24, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Fall River Curtain Company, Inc., 288 Plymouth Avenue, Fall River, Massachusetts; Mosquito Bars; 10 percent; 8 weeks for any one learner; 25 cents per



hour; Sewing Machine Operator; August 11, 1941.

Montague Upholstering Company, Inc., 73 North Broadway, Albany, New York; Upholstered living room furniture; 2 learners; 8 weeks for any one learner; 25 cents per hour; Upholsterer; June 2, 1941.

Southern Mills, Inc., Senoia, Georgia; Fibre Cloth Woven from Twisted Paper; 6 learners; 6 weeks for any one learner; 25 cents per hour; Slitter, Twister & Copper; July 14, 1941.

Southern Mills, Inc., Senoia, Georgia; Fibre Cloth Woven from Twisted Paper; 15 learners; 6 weeks for any one learner; 27 cents per hour; Warper, Weaver, Repairer, & Finisher; July 14, 1941.

Signed at Washington, D. C., this 24th day of March 1941.

GUSTAV PECK,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 41-2152; Filed, March 24, 1941; 11:49 a. m.]

#### NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Determination and Order, November 8, 1939 (4 F.R. 4531) as amended, April 27, 1940 (5 F.R. 1586).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry

designated above and indicated opposite the employer's name. These Certificates become effective March 24, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

#### NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Adelphi Shirt Company, 942 Hamilton Street, Allentown, Pennsylvania; Apparel; Sport Shirts & Shorts; 25 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Agood Novelty Corporation, 5709 Hudson Boulevard, North Bergen, New Jersey; Apparel; Infant's & Children's Snowsuits; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

William Atkin Company, Third and Turner Streets, Allentown, Pennsylvania; Apparel; Dress Shirts; 5 percent (75% of the applicable hourly minimum wage); March 24, 1942.

Belfast Manufacturing Company, 64 Anderson Street, Belfast, Maine; Apparel; Pants; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Carl T. Bragg, 209 South Dixon Street, Gainesville, Texas; Apparel; Dresses, Play Suits & Slack Suits; 35 learners (75% of the applicable hourly minimum wage); July 21, 1941.

Co-Ed Frocks, Inc., Assumption, Illinois; Apparel; Dresses; Washable Service Apparel; 15 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Co-Ed Frocks, Inc., White Hall, Illinois; Apparel; Dresses, & Washable Service Apparel; 25 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Cosgrove Brothers, Inc., 265 Willard Street, Quincy, Massachusetts; Apparel; Ladies' Underwear; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Eljay Shirt Company, 260 North 3rd Street, Philadelphia, Pennsylvania; Apparel; Men's & Boys' Shirts; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Euclid Garment Company, Inc., 280 Main Street, Marion, Ohio; Apparel; Leather Jackets; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Fashion Park, Inc., 432 Portland Avenue, Rochester, New York; Apparel; Men's Clothing; 8 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Fitwell Underwear Manufacturing Company, 411½ Fannin Street, Houston, Texas; Apparel; Ladies' & Children's Rayon, Silk & Cotton Underwear; 5 learn-

ers (75% of the applicable hourly minimum wage); March 24, 1942.

Fried, Ostermann Company, 1924 South Hilbert Street, Milwaukee, Wisconsin; Apparel; Sportswear; 50 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Harry Glazer, 23 Beach Street, Boston, Massachusetts; Apparel; Men's Vests; 3 learners (75% of the applicable hourly minimum wage); March 24, 1942.

The Grace Company, Belton, Missouri; Apparel; Play suits, Crawlers & Pinafores; 21 learners (75% of the applicable hourly minimum wage); July 21, 1941.

Halline Dresses, Inc., Sweetwater, Tennessee; Apparel; Dresses; 1 learner (75% of the applicable hourly minimum wage); March 24, 1942.

Hanover Shirt Company, Inc., Ashland, Virginia; Apparel; Men's Shirts; 15 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Harwood Manufacturing Corporation, Marion, Virginia; Apparel; Men's Underwear & Pajamas & Ladies' Slips; 60 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Heath-Sweetser-Bronne Corporation, Court and Maple Streets, Hudson Falls, New York; Apparel; Men's Shirts; 5 percent (75% of the applicable hourly minimum wage); March 24, 1942.

Lloyd Garment Company, North Weiss Street, Manville, New Jersey; Apparel; Children's Washable Apparel; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Al Lombardi, 645 Milton Avenue, Lyndhurst, New Jersey; Apparel; Ladies' Underwear; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

R. Lowenbaum Manufacturing Company, Sparta, Illinois; Apparel; Dresses; 25 learners (75% of the applicable hourly minimum wage); June 16, 1941.

H. B. Mennig, 86 Ellicott Street, Buffalo, New York; Apparel; Wash Dresses & Housecoats; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Middletown Knicker Company, 148 William Street, Middletown, Connecticut; Apparel; Single Pants 100% Cotton; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

National Dress Company, Barclay and Stacy Streets, Burlington, New Jersey; Apparel; Dresses; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

New England Overall Company, Inc., 560 Harrison Avenue, Boston, Massachusetts; Apparel; Overalls & Work Pants; 5 learners (75% of the applicable hourly minimum wage); July 21, 1941.

New Star Belt Manufacturing Company, 730 South Los Angeles Street, Los Angeles, California; Apparel; Ladies' Belts; 1 learner (75% of the applicable hourly minimum wage); June 16, 1941.

A. Orloff, 1421 Wallace Street, Philadelphia, Pennsylvania; Apparel; Men's



Shirts; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Pyramid Clothing Manufacturing Company, 2211 Pine Street, Saint Louis, Missouri; Apparel; Overalls, Shirts, Pants; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

A. Randor Company, 597 Main Street, Edwardsville, Pennsylvania; Apparel; Aprons; 2 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Scharf and Wolf, 27 Harrison Street, Bridgeport, Connecticut; Apparel; Ladies' Underwear; 5 percent (75% of the applicable hourly minimum wage); March 24, 1942.

Stylecraft Frocks, Inc., 1427 Vine Street, Philadelphia, Pennsylvania; Apparel; Ladies' Dresses; 3 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Supreme Kiddie Togs, Inc., 216 Union Street, Hackensack, New Jersey; Apparel; Infant's & Children's Outerwear; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

I. Tinjanoff, 231 Washington Street, Buffalo, New York; Apparel; Coat fronts; 2 learners (75% of the applicable hourly minimum wage); March 24, 1942.

Weil Corset Company, Inc., 125 Hill Street, New Haven, Connecticut; Apparel; Corsets; 5 learners (75% of the applicable hourly minimum wage); March 24, 1942.

White Swan Uniforms, Inc., Main Street, Walden, New York; Apparel; Nurses' Uniforms; 10 learners (75% of the applicable hourly minimum wage); July 21, 1941.

Williamson-Dickie Manufacturing Company, 509 West Vickery Boulevard, Fort Worth, Texas; Apparel; Cotton Pants, Overalls, Coveralls, Work Shirts; 10% (75% of the applicable hourly minimum wage); June 16, 1941.

Zonis Manufacturing Company, 169 Bridge Street, Cambridge, Massachusetts; Apparel; Ladies' Sportswear; 24 learners (75% of the applicable hourly minimum wage); July 28, 1941.

Fried, Ostermann Company, 1645 South Second Street, Milwaukee, Wisconsin; Gloves; Leather, Dress and Work Gloves; 5%; March 24, 1942.

S. & S. Silk Company, Inc., Bloomsburg, Pennsylvania; Hosiery; Full-Fashioned Hosiery; 10 learners; November 24, 1941.

The Worcester Knitting Company, 90 Franklin Street, Worcester, Massachusetts; Knitted Wear; Knitted Outerwear; 5%, March 24, 1942.

Janet-Fifth Avenue, 16 East 52nd Street, New York City, New York; Millinery; Custom-made Millinery; 1 learner; March 24, 1942.

French-American Hat Company, Inc., 501 Madison Avenue, New York, New York; Millinery; Custom-made Millinery; 1 learner; March 24, 1942.

Caldeonia Throwing Company, 15 Van Houten Street, Paterson, New Jersey; Textile; Silk & Rayon; 3 learners; March 24, 1942.

Frank Associates, Inc., Cementon, Pennsylvania; Textile; Silk and Rayon Broad Goods; 5 learners; June 23, 1941.

Richmond Hosiery Mills, Rossville, Georgia; Textile; Cotton Yarns; 3%; March 24, 1942.

Wamsutta Mills, Wamsutta Street, New Bedford, Massachusetts; Textile; Cotton Rayon; 3%; March 24, 1942.

Signed at Washington, D. C., this 24th day of March 1941.

GUSTAV PECK,  
Authorized Representative,  
of the Administrator.

[F. R. Doc. 41-2153; Filed, March 24, 1941; 11:49 a. m.]

**NOTICE OF CHANGE OF DATE OF HEARING ON THE MATTER OF THE EXCLUSION OF ESTABLISHMENTS MANUFACTURING BETTER GRADE DRESSES (DRESSES OTHER THAN HOUSE DRESSES AND KINDRED ARTICLES OF APPAREL) FROM THE REGULATIONS APPLICABLE TO THE EMPLOYMENT OF LEARNERS IN THE APPAREL INDUSTRY**

Whereas Regulations Applicable to the Employment of Learners in the Apparel Industry (Title 29, Labor, Chapter V—Wage and Hour Division, §§ 522.040 to 522.052) were published in the FEDERAL REGISTER of September 7, 1940,<sup>1</sup> and

Whereas because of the exclusion provided in § 522.051, Special Certificates authorizing the employment of learners at subminimum rates are not issued to plants manufacturing Better Grade Dresses (Dresses other than House Dresses and Kindred Articles of Apparel) except as provided in § 522.052 of the Regulations previously referred to, and

Whereas the Hearings Branch of the Wage and Hour Division has, on the information before it, defined Better Grade Dresses for purposes of administration of §§ 522.051 and 522.052 of those dresses which wholesale at prices above \$22.50 a dozen, and

Whereas objections have been received to this definition and to the exclusion of plants manufacturing dresses which wholesale above this price, and

Whereas petitions to reconsider this definition and the exclusion of such establishments have been received, and

Whereas pursuant to §§ 522.12 and 522.13—Regulations Applicable to the Employment of Learners Pursuant to Section 14 of the Fair Labor Standards Act of 1938 notice was given and published in the FEDERAL REGISTER on March 29, 1941 of a public hearing to reconsider these matters to be held in Conference Rooms "A" and "B" adjacent to the Departmental Auditorium, Washington, D. C., at 10:00 a. m. on Thursday, April 3, 1941 before Gustav Peck, Assistant Director of the Hearings Branch, duly authorized to conduct said hearing as Presiding Officer on the matters petitioned for, and

<sup>1</sup> 5 F.R. 3591.

Whereas interested parties have shown for good and sufficient reason that they are unable to be present on April 3, 1941, and since it would not appear that a postponement of said hearing until April 10, 1941, would unduly inconvenience or be otherwise prejudicial to other interested parties,

Now, therefore, notice is hereby given of a change of date for said hearing from 10:00 a. m. April 3, 1941 to 10:00 a. m. April 10, 1941 at the same location and before the same Presiding Officer, Gustav Peck. Notice is also hereby given that any interested parties wishing to appear at this hearing may do so by filing notice of intention and stating the approximate time required with Gustav Peck, Assistant Director of the Hearings Branch, Department of Labor, Washington, D. C. prior to April 9, 1941 or, if unable to appear, may file briefs and arguments pertaining to the matters under reconsideration as stated herein by April 12, 1941.

Signed at Washington, D. C., this 24th day of March 1941.

PHILIP B. FLEMING,  
Administrator,  
Wage and Hour Division.

[F. R. Doc. 41-2154; Filed, March 24, 1941; 11:49 a. m.]

**[Administrative Order No. 94]**

**ACCEPTANCE OF RESIGNATION FROM AND APPOINTMENT TO INDUSTRY COMMITTEE NO. 23 FOR THE GRAY IRON JOBBING FOUNDRY INDUSTRY**

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, Philip B. Fleming, Administrator of the Wage and Hour Division, Department of Labor.

Do hereby accept the resignation of Mr. Harry Stevenson from Industry Committee No. 23 for the Gray Iron Jobbing Foundry Industry and do appoint in his stead, as representative for the employees on such Committee, Mr. Charles W. Wilkerson, of Cincinnati, Ohio.

Signed at Washington, D. C., this 24th day of March 1941.

PHILIP B. FLEMING,  
Administrator,  
Wage and Hour Division.

[F. R. Doc. 41-2155; Filed, March 24, 1941; 11:49 a. m.]

**FEDERAL SECURITY AGENCY.**

**Food and Drug Administration.**

[Docket No. FDC-28]

**IN THE MATTER OF AMENDMENTS OF THE STANDARDS OF QUALITY FOR CANNED PEACHES, CANNED APRICOTS AND CANNED PEARS**

**NOTICE OF POSTPONEMENT OF HEARING**

Whereas the Federal Security Administrator gave notice dated December 10,



1940, published in the FEDERAL REGISTER of December 11, 1940 (5 F.R. 4900) upon the proposals advocated by the Cannery League of California on behalf of its members of a public hearing to be held on January 16, 1941, for the purpose of receiving evidence on the basis of which regulations might be promulgated fixing and establishing amendments of the standards of quality for canned peaches, canned apricots and canned pears; and

Whereas said hearing was duly adjourned to February 17, 1941, and on such date was further duly adjourned to April 1, 1941, on which latter date, by notice of said Administrator, dated February 26, 1941, published in the FEDERAL REGISTER of February 28, 1941 (6 F.R. 1204-1205) notice was given that certain additional proposals, issued by the Administrator on his own initiative, set forth in said notice, to amend the standards of quality for canned pears, would be considered in connection with said hearing; and

Whereas subsequent to the date of publication of the last above-mentioned notice, communications in behalf of a substantial portion of the interested industry have been received requesting that the date for such hearing be fixed to take place in the Fall of 1941; and

Whereas due consideration having been accorded to such requests and it being deemed that the grounds therefor are reasonable and meritorious, and inasmuch as it is not deemed feasible to fix the date for such hearing at this time; it is now

*Ordered*, That the aforesaid hearing be not held on April 1, 1941, and that it be held at a time to be announced in the future.

Done at Washington, D. C., on March 22, 1941.

[SEAL] PAUL V. McNUTT,  
Federal Security Administrator.

[F. R. Doc. 41-2142; Filed, March 24, 1941;  
10:54 a. m.]

#### FEDERAL TRADE COMMISSION.

[Docket No. 4450]

IN THE MATTER OF S. BUCHSBAUM & Co., A CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 20th day of March, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 USCA, section 41),

*It is ordered*, That William C. Reeves, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive

evidence in this proceeding and to perform all other duties authorized by law;

*It is further ordered*, That the taking of testimony in this proceeding begin on Thursday, April 3, 1941, at ten o'clock in the forenoon of that day (central standard time) in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 41-2123; Filed, March 22, 1941;  
11:52 a. m.]

#### INTERSTATE COMMERCE COMMISSION.

[Ex Parte No. MC-9]

IN THE MATTER OF FILING OF CONTRACTS BY CONTRACT CARRIERS BY MOTOR VEHICLE

ORDER REOPENING PROCEEDING

At a Session of the Interstate Commerce Commission, Division 2, held at its office in Washington, D. C., on the 25th day of February, A. D. 1941.

Sections 218 (a) and 220 (a) of the Interstate Commerce Act as amended being under consideration, and

It appearing, that the said Act now imposes the duty upon every contract carrier by motor vehicle to file with this Commission, publish, and keep open for public inspection, in the form and manner prescribed by the Commission, schedules containing the minimum rates or charges of such carrier actually maintained and charged for the transportation of passengers or property in interstate or foreign commerce, and any rule, regulation, or practice affecting such rates or charges and the value of the service thereunder;

And it further appearing, that where contract carriers file schedules of rates or charges covering services not previously rendered, it has now become necessary to compare such schedules with the contracts covering the actual services of the carrier;

And it further appearing, that under the present order of the Commission made in Ex Parte No. MC-9 the filing of copies of such contracts may be made within 20 days after the execution of such contracts, while under the provisions of section 218 (a) schedules based on such contracts become effective upon 30 days' notice to the Commission, thus making it possible for contract carriers to make changes in their schedules with only ten days' time for the Commission to compare the actual charges with such schedules;

And it further appearing, that for the adequate comparison of such contracts

and such schedules, longer time should be made available:

*It is therefore ordered*, That said proceeding, Ex Parte No. MC-9, be and the same is hereby, reopened for the purpose of considering the propriety of the promulgation of a rule or regulation of this Commission requiring that schedules covering services not previously described in and covered by the schedules already on file with the Commission, shall be accompanied by copies of the actual contracts or proposed contracts covering such services, or other rule or regulation appropriate to the end of facilitating the comparison hereinbefore described, and for the further purpose of promulgating such rule or modification of the order in Ex Parte No. MC-9 as the Commission shall find reasonable and proper;

*And it is further ordered*, That said proceeding be held open for the receipt by the Commission of suggestions, arguments and briefs of interested parties pertinent to the subject matter of such consideration, until the 14th day of April, 1941;

*And it is further ordered*, That notice hereof be given as provided by law.

By the Commission, division 2.

[SEAL] W. P. BARTEL,  
Secretary.

[F. R. Doc. 41-2160; Filed, March 24, 1941;  
12:00 m.]

[Ex Parte No. 137]

#### CONTRACTS FOR PROTECTIVE SERVICES

At a Session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 13th day of March, A. D. 1941.

The Commission, Division 3, having under further consideration its order entered herein on October 18, 1940,<sup>1</sup> pursuant to the provisions of section 1 (14) (b) of Part I of the Interstate Commerce Act, requiring all common carriers by railroad and express companies subject to said part to file with it five copies of all currently operative contracts, agreements, or arrangements under which is furnished to or on behalf of such railroads or express companies protective service against heat or cold to property transported or to be transported in interstate or foreign commerce; and

It appearing, that by the proviso in section 1 (14) (b) of Part I of the Act the Commission is authorized to extend the time within which to make its determination with respect to any such contracts, agreements, or arrangements to not later than October 1, 1941;

And it further appearing, that the Commission will be unable to give full consideration to said contracts, agreements, or arrangements and make its determination with respect thereto until after April 1, 1941;

*It is ordered*, That the effective date of the requirements of section 1 (14) (b)

<sup>1</sup> 5 F.R. 4253.



of Part I of the Act, be, and it is hereby, extended to October 1, 1941;

*It is further ordered*, That respondents shall inform the Commission in writing on or before August 1, 1941, which of the contracts or other writings filed pursuant to its order of October 18, 1940 in this proceeding are intended to remain in effect on and after October 1, 1941;

*And it is further ordered*, That respondents shall file with the Commission not later than August 1, 1941, five copies (one of which shall be verified) of any and all amendments to contracts, agreements, or arrangements filed pursuant to the said order of October 18, 1940 and, that all new contracts, agreements, or arrangements, and amendments thereto, shall be filed with the Commission as required by section 1 (14) (b) of Part I of the Act.

By the Commission, division 3.

[SEAL] W. P. BARTEL,  
Secretary.

[F. R. Doc. 41-2161; Filed, March 24, 1941;  
12:00 m.]

## SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-230]

### IN THE MATTER OF SOUTHERN NATURAL GAS COMPANY

#### ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE AND GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington D. C., on the 21st day of March, A. D. 1941.

The above named party having filed a declaration and an application pursuant to the Public Utility Holding Company Act of 1935, particularly sections 7 and 10 thereof, regarding the acquisition by Southern Natural Gas Company of all of the outstanding capital stock of Apex Gas Company, Inc., consisting of 1,000 shares of no par common stock, from S. M. Williams, Jr., and A. J. Lanier for approximately \$70,000 in cash; and the assumption of liability by Southern Natural Gas Company for the payment of certain 6% notes of Apex Gas Company, Inc., payable on or before May 20, 1942, in the amount of approximately \$135,000; and

Said declaration and application having been filed on January 14, 1941, and certain amendments having been filed thereto, the last of said amendments having been filed on March 20, 1941, and notice of said filing having been duly given in the form and manner prescribed by Rule U-8 promulgated pursuant to said Act, and the Commission not having received a request for a hearing with respect to said application within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The above named party having requested that the Commission advance

the effective date of said declaration and application; and the Commission finding with respect to said declaration under section 7 of said Act that the requirements of section 7 (c) of said Act are satisfied and that no adverse findings are necessary under section 7 (d) of said Act, and with respect to said application under section 10 of said Act that no adverse findings are necessary under section 10 (b) and section 10 (c) (1) of said Act and that the provisions of section 10 (c) (2) are not applicable for the reason that the securities proposed to be acquired by applicant are not securities of a public utility or holding company, and being satisfied that the effective date of such declaration, as amended, and the date of granting such application, as amended, should be advanced.

*It is hereby ordered*, Pursuant to said Rule U-8 and the applicable provisions of said Act, and subject to the terms and conditions prescribed in Rule U-9, that the aforesaid declaration, as amended, be, and the same hereby is permitted to become effective, and that the aforesaid application, as amended, be and the same hereby is granted forthwith.

By the Commission, Commissioner Healy dissenting for the reasons set forth in his memorandum of April 1, 1940.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2148; Filed, March 24, 1941;  
11:38 a. m.]

[File Nos. 70-254 and 70-267]

### IN THE MATTER OF CENTRAL STATES POWER & LIGHT CORPORATION

#### NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 21st day of March, A. D. 1941.

An application pursuant to the Public Utility Holding Company Act of 1935 having been filed with this Commission by Central States Power & Light Corporation, a registered holding company of the Ogden Corporation holding company system, concerning the following:

Applicant proposes to sell or cause to be sold to the Oklahoma Natural Gas Company the following properties and securities:

(a) All of applicant's gas properties and gas property rights in Oklahoma for the sum of \$1,900,000 in cash;

(b) All of the outstanding securities and accounts payable, or, under certain specified circumstances, all of the properties and property rights of Utilities Production Corporation, a wholly owned subsidiary of applicant, for the sum of \$1,000,000 in cash;

(c) All of the gas properties and gas property rights owned or operated by Central States Production Corporation, an associate company of Central States Power & Light Corporation, for the sum of \$300,000 in cash;

(d) All of the gas properties and gas property rights owned and operated by Central States Power & Light Corporation of Oklahoma for the sum of \$1,500,000 in cash; and

A declaration pursuant to said Act having also been filed by Central States Power & Light Corporation regarding the proposed acquisition by it, provided the sales above referred to shall be consummated, of approximately \$4,700,000 in principal amount of applicant's First Mortgage and First Lien Gold Bonds, 5½% Series, due 1953, by purchase in the open market; and

It appearing to the Commission that it is appropriate and in the public interest and the interests of investors and consumers that a joint hearing be held with respect to said application and said declaration, and that said application shall not be granted or said declaration become effective except pursuant to further order of the Commission, and that at said joint hearing there be considered, among other things, the various matters herein-after set forth;

*It is ordered*, That a joint hearing on such application and declaration under the applicable provisions of said Act and the rules of the Commission thereunder be held on April 7, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held.

*It is further ordered*, That James G. Ewell or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such declarant and applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before April 3, 1941.

*It is further ordered*, That without limiting the scope of issues presented by said application and declaration particular attention will be directed at said hearing to the following matters and questions:

1. The reasonableness of the consideration proposed to be paid by Oklahoma Natural Gas Company for the above described properties and securities.

2. The conformity of the proposed transfer of securities to the integration provisions of the Act.

3. The effect of the proposed purchases of First Mortgage and First Lien Gold Bonds 5½% Series, due 1953, on the financial integrity and working capital



of Central States Power & Light Corporation.

4. The asset and earnings coverage of the outstanding First Mortgage and First Lien Gold Bonds 5½% Series, due 1953, of Central States Power & Light Corporation.

5. Policy and plans of management with respect to liquidation of Central States Power & Light Corporation.

6. Whether any of the transactions proposed will in any way be detrimental to the public interest or the interests of investors or consumers.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2151; Filed, March 24, 1941;  
11:38 a. m.]

[File No. 70-236]

IN THE MATTER OF COLUMBIA GAS &  
ELECTRIC CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 22nd day of March, A. D. 1941.

A declaration and an application pursuant to the Public Utility Holding Company Act of 1935 having been duly filed with this Commission by the above-named party; and

Such declaration and application concerning the following: Columbia Gas & Electric Corporation (hereinafter referred to as "Columbia"), a registered holding company and subsidiary of The United Corporation, also a registered holding company, proposes to issue and sell \$120,000,000 principal amount of debentures, consisting of \$28,000,000 principal amount of Serial Debentures maturing in the first ten years from the date of issue, and \$92,000,000 principal amount of Sinking Fund Debentures maturing in twenty years, with the sinking fund commencing in the eleventh year, calculated as sufficient to retire approximately 36% thereof before their maturity;

The proceeds of the sale, together with any additional necessary treasury funds, are to be used (a) to redeem Columbia's outstanding debentures aggregating \$104,570,700 at their principal amount plus a premium of 3%, requiring \$107,707,821; (b) to provide funds to enable The Cincinnati, Newport and Covington Railway Company (hereinafter referred to as "Railway"), a subsidiary of Columbia, to redeem \$3,323,500 principal amount of Railway's First Mortgage Bonds, requiring \$3,323,500 (the redemption premium of 3% amounting to \$99,705 to be provided out of the treasury of Railway); and (c) to provide funds to enable Columbia to acquire from the respective

holders thereof (Metropolitan Life Insurance Company and Mutual Life Insurance Company) the \$3,750,000 aggregate principal amount of 4% Serial Notes of United Fuel Gas Company (a subsidiary of Columbia) and \$3,750,000 aggregate principal amount of 4% Serial Notes of The Ohio Fuel Gas Company (a subsidiary of Columbia) at their principal amount plus a premium of 1%, requiring \$7,575,000; the payment of such Notes having heretofore been guaranteed by Columbia; and

It appearing to the Commission that it is appropriate in the public interest and the interests of the investors and consumers that a hearing be held with respect to said declaration and application and that said declaration shall not become effective or said application be granted except pursuant to the further order of this Commission;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on April 14, 1941 at ten o'clock in the forenoon of that day, at the Securities and Exchange Building 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, cause shall be shown why said declaration shall become effective;

It is further ordered, That Richard Townsend or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice;

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before April 8, 1941;

It is further ordered, That without limiting the scope of issues presented by said declaration and application, particular attention will be directed at said hearing to the following matters and questions:

(1) Whether, and the extent to which, the investments of Columbia and the property accounts of its subsidiaries reflect intangibles, write-ups, other inflationary and "debatable items", and property not "used and useful" in the performance of utility service; the appropriateness of the continued retention of such items is property and investment accounts;

(2) The proposed method of calculating depreciation and depletion charges; adequacy of the annual provision for maintenance, depreciation and depletion, taking into consideration the estimated life of natural gas reserves of particular companies and other sources of supply; the sufficiency of existing depreciation and depletion reserves;

(3) Whether the existing system capitalization contains an excessive proportion of funded debt and preferred stock;

(4) Effect on the capital structure of the Columbia system of the proposed refunding program;

(5) The relationship of new securities to net underlying assets and their adaptability to earning capacity, due consideration being given to estimated future earnings;

(6) Whether the proposed issuance and sale of debentures might appropriately be reduced in amount or the proposed rate of debt retirement accelerated, consideration being given to the following matters: (a) the current working capital position of the system, (b) the possible receipt of capital through the disposition of security holdings, (c) the extent to which the operating companies are able to and should implement the program of debt retirement, (d) the savings to be effected in interest charges due to the refunding of outstanding debentures, (e) the trend of estimated future earnings, and (f) probable new and replacement capital requirements of the subsidiary companies of Columbia;

(7) The extent to which interest savings should be employed to retire debt;

(8) Whether the provisions of the proposed indenture adequately protect the public holders of securities;

(9) Financial relationships between Columbia and its subsidiary companies, and the significance of subsidiary capitalization to the refinancing plan;

(10) Intrasystem operating arrangements and contractual relationships for the purchase and sale of gas and electricity as they affect the refinancing program;

(11) The relationship of the proposed refunding program to the integration and simplification provisions of the Act;

(12) Reasonableness of price and spread;

(13) Reasonableness of legal, accounting and other expense;

(14) The reasons for obtaining more capital than is required to retire outstanding bonds, notes and debentures;

(15) Proposed treatment of unamortized debt discount and of call premiums;

(16) Whether financing by the issue and sale of the particular security is necessary or appropriate to the economical and efficient operation of declarant's business;

(17) Whether the issuance of debentures for the purpose of retiring the serial notes of the subsidiaries (United



Fuel Gas Company and The Ohio Fuel Gas Company) satisfies the requirements of section 7 (c) (2) (A) of the Act—"refunding, extending, exchanging or discharging an outstanding security of the declarant \* \* \*";

(18) Whether the acquisition of the notes of such subsidiary companies satisfies the applicable provisions of section 10 of the Act (10 (b) (2), 10 (b) (3), 10 (c) (1) and 10 (c) (2));

(19) Whether the proposed capital contribution to Railway out of funds received from the proposed sale of debentures meets the provisions of Rule U-12B-1; the extent, if any, of the terms and conditions which should be imposed with respect to the transaction;

(20) Generally, whether the issue and sale and other related transactions are detrimental to the public interest or the interest of investors or consumers or will tend to circumvent the provisions of the Act or any rules, regulations or orders of the Commission thereunder; the extent of any terms and conditions that may be appropriate to assure adequate protection of such interest and compliance with the applicable provisions of the Act.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2149; Filed, March 24, 1941;  
11:38 a. m.]

[File No. 70-279]

IN THE MATTER OF SYSTEM PROPERTIES,  
INC.

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 22nd day of March, A. D. 1941.

Notice is hereby given that a declaration and application has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party; and

Notice is further given that any interested party may, not later than April 10, 1941, at 4:30 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest. At any time thereafter such declaration and application, as filed or as amended, may become effective and may be granted, as provided in Rule U-8 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration and application which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

System Properties, Inc., proposes to borrow from The First National Bank of Boston the sum of \$300,000 on or before April 30, 1941, the obligation for which is to be represented by a promissory note of System Properties, Inc. dated as of the date of borrowing, and payable \$25,000 six months after its date and \$25,000 each six months thereafter until final maturity and the unpaid balance maturing five years after its date. The proposed note will bear interest at the rate of 2 $\frac{3}{4}$ % per annum payable semi-annually. The proposed note will be secured by an assignment of rents due and to become due to System Properties, Inc. under certain leases covering properties now owned by it.

The proceeds of the proposed borrowing will be used for the purpose of providing in part the cash required to meet the presently outstanding secured note of System Properties, Inc. in the principal amount of \$320,000 due April 30, 1941.

It is further stated that the proposed borrowing and note will be subject to the approval of the Public Service Commission of the State of New York.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-2150; Filed, March 24, 1941;  
11:38 a. m.]